

EXHIBIT A

BENSLEY LAW OFFICES, LLC

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August 28, 2024

**CERTIFIED MAIL/RETURN
RECEIPT REQUESTED**

PLAZA AUTO MALL
2740 Nostrand Avenue
Brooklyn, NY 11210

ROBERT MCILWAIN
2740 Nostrand Avenue
Brooklyn, NY 11210

SCOTT BONFORTI
2740 Nostrand Avenue
Brooklyn, NY 11210

MAKSIM SLUVIS
2740 Nostrand Avenue
Brooklyn, NY 11210

AMERICAN HONDA MOTORS CO., INC.
1919 Torrance Boulevard
Torrance, CA 90501-2746

Re: Thomas, et al. v. Plaza Auto Mall, et al.
ACCP GD-24-009582

Dear Sir or Madam:

Kindly find enclosed a Complaint filed against your company. Kindly respond in accordance with the Pennsylvania Rules of Civil Procedure. Please call with any questions.

Thank you for your courtesies.

Very truly yours,
William C. Bensley

WCB/
Enclosure

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION**

COVER SHEET

Plaintiff(s) Vs JULIE RENEE THOMAS and JEFFERY ALAN THOMAS, II, w/h	<div style="border: 1px solid black; height: 100px; margin-bottom: 5px;"></div> <p>Case Number:</p> <div style="border: 1px solid black; height: 100px; margin-bottom: 5px;"></div> <p>Type of pleading:</p> <div style="border: 1px solid black; height: 100px; margin-bottom: 5px;"></div> <p>Complaint</p> <div style="border: 1px solid black; height: 100px; margin-bottom: 5px;"></div> <p>Filed on behalf of</p> <div style="border: 1px solid black; height: 100px; margin-bottom: 5px;"></div> <p>Plaintiffs, Julie Thomas and Jeffery Thomas</p> <div style="border: 1px solid black; height: 100px; margin-bottom: 5px;"></div> <p>(Name of the filing party)</p> <div style="border: 1px solid black; height: 100px; margin-bottom: 5px;"></div> <p style="text-align: right;">William B. Bensley, Esq.</p> <p><input checked="" type="checkbox"/> Counsel of Record <input type="checkbox"/> Individual, If Pro Se</p> <p>Address, Telephone Number, and Email Address:</p> <div style="border: 1px solid black; height: 100px; margin-bottom: 5px;"></div> <p>William C. Bensley, Esq. Bensley Law Offices, LLC 1500 Walnut Street, Suite 900 Philadelphia, PA 19102 267-322-4000 wcbensley@bensleylawoffices.com</p> <div style="border: 1px solid black; height: 100px; margin-bottom: 5px;"></div> <p>Attorney's State ID PA</p> <div style="border: 1px solid black; height: 100px; margin-bottom: 5px;"></div> <p>Attorney's Firm ID 79953</p>
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BENSLEY LAW OFFICES, LLC
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Email: wcbensley@bensleylawoffices.com
(267) 250-4383

Attorneys for Plaintiffs

ASSESSMENT OF DAMAGES HEARING:
IS IS NOT REQUIRED

JURY NON-JURY ARBITRATION

COURT OF COMMON PLEAS
ALLEGHENY COUNTY
CIVIL TRIAL DIVISION
AUGUST TERM, 2024
NO.

JULIE RENEE THOMAS and
JEFFERY ALAN THOMAS, II, w/h
215 Buckingham Drive
Pittsburgh, PA 15237

vs.

PLAZA AUTO MALL
2740 Nostrand Avenue
Brooklyn, NY 11210
and
ROBERT MCILWAIN
2740 Nostrand Avenue
Brooklyn, NY 11210
and
SCOTT BONFORTI
2740 Nostrand Avenue
Brooklyn, NY 11210
and
MAKSIM SLUVIS
2740 Nostrand Avenue
Brooklyn, NY 11210
and
AMERICAN HONDA MOTORS CO.,
INC.
1919 Torrance Boulevard
Torrance, CA 90501-2746

COMPLAINT
NOTICE TO DEFEND

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

Allegheny County Bar Association
Lawyer Referral Service
400 Koppers Bldg – 436 7th Avenue
Pittsburgh, Pennsylvania 15219
(412) 261-5555

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas espuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo el partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requerir que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

Lleva esta demanda a un abogado inmediatamente. Si no tiene abogado o si no tiene el dinero suficiente de pagar tal servicio. Vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.

Asociacion de Licenciados
de Pittsburgh
Servicio de Referencia e Legal
400 Koppers Bldg – 436 7th Avenue
Pittsburgh, Pennsylvania 15219
(412) 261-5555

BENSLEY LAW OFFICES, LLC
 BY: William C. Bensley
 Identification No.: 79953
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 Philadelphia, PA 19102
 (267) 322-4000
 Email: wcbensley@bensleylawoffices.com

Attorney for Plaintiff

JULIE RENEE THOMAS and	:	COURT OF COMMON PLEAS
JEFFERY ALAN THOMAS, II, w/h	:	ALLEGHENY COUNTY
215 Buckingham Drive	:	CIVIL TRIAL DIVISION
Pittsburgh, PA 15237	:	AUGUST TERM, 2024
vs.	:	NO.
PLAZA AUTO MALL	:	
2740 Nostrand Avenue	:	
Brooklyn, NY 11210	:	
and	:	
ROBERT MCILWAIN	:	
2740 Nostrand Avenue	:	
Brooklyn, NY 11210	:	
and	:	
SCOTT BONFORTI	:	
2740 Nostrand Avenue	:	
Brooklyn, NY 11210	:	
and	:	
MAKSIM SLUVIS	:	
2740 Nostrand Avenue	:	
Brooklyn, NY 11210	:	
and	:	
AMERICAN HONDA MOTORS CO.,	:	
INC.	:	
1919 Torrance Boulevard	:	
Torrance, CA 90501-2746	:	

**COMPLAINT
 CIVIL ACTION:
FRAUD: (4010)**

PARTIES

1. Plaintiffs, Mrs. Julie Renee Thomas and Mr. Jeffery Alan Thomas, II, are adult individuals presently residing at 215 Buckingham Drive, Pittsburgh, PA 15237.

2. Defendant, PLAZA AUTO MALL is a business licensed to do business in the Commonwealth of Pennsylvania, regularly conducting business in the City of Allegheny and having a principal place of business located at 2740 Nostrand Avenue, Brooklyn, NY 11210; at all times relevant, acting alone or in concert with others, formulated, directed, controlled, conspired, substantially assisted, enabled and/or participated in the acts and practices set-forth in this Complaint.

3. Defendant, ROBERT MCILWAIN ("MCILWAIN") is a supervising agent and/or employee of PLAZA AUTO MALL and holds a management position at and/or with said Defendant, and at all times relevant, acting alone or in concert with others, formulated, directed, concealed, controlled, conspired, substantially assisted, enabled and/or participated in the acts and practices set forth in this Complaint.

4. Defendant, SCOTT BONFORTI ("BONFORTI") is a supervising agent and/or employee of PLAZA AUTO MALL and holds a management position at and/or with said Defendant, and at all times relevant, acting alone or in concert with others, formulated, directed, concealed, controlled, conspired, substantially assisted, enabled and/or participated in the acts and practices set forth in this Complaint.

5. Defendant, MAKSIM SLUVIS ("SLUVIS") is a supervising agent and/or employee of PLAZA AUTO MALL and holds a management position at and/or with said Defendant, and at all times relevant, acting alone or in concert with others, formulated, directed, concealed, controlled, conspired, substantially assisted, enabled and/or participated in the acts and practices set forth in this Complaint.

6. Defendant, AMERICAN HONDA MOTORS CO., INC. ("AHMC") is a corporation licensed to do business in the Commonwealth of Pennsylvania, that regularly does business in

Allegheny County, and that has headquarters located at 601 Lexington Avenue - 49th Floor, New York, NY 10022; and at all times relevant, acting alone or in concert with others, formulated, directed, controlled, conspired, substantially assisted, enabled and/or participated in the acts and practices set-forth in this Complaint.

FACTS AND ALLEGATIONS

7. At all times relevant hereto, defendants acted by and through their agents, servants, and employees who acted within the scope of their authority and within the course of their employment.

8. Plaintiff located the subject Certified 2023 Acura TLX (VIN: 19UUB7F90PA000161) on defendant PLAZA AUTO MALL's Website.

9. The vehicle was advertised as carefully inspected, ACURA CERTIFIED, and never in any accidents or damaged.

10. Plaintiff Julie Thomas called defendant PLAZA AUTO MALL and left a message regarding her interest in the above-identified vehicle. Defendant SLUVIS called plaintiff and plaintiff proceeded to inquire about the aforementioned vehicle and was advised it was available, had been used as a service loaner but was otherwise "brand new," and was carefully inspected, ACURA CERTIFIED, and never in any accidents or damaged.

11. Defendants sent plaintiffs the purchase agreement, which they executed while located in their home in Pittsburgh, PA as directed by defendants (Exhibit 1).

12. Plaintiffs returned the signed agreement and other records to defendants and made a deposit (Exhibit 2).

13. Plaintiff Julie Thomas confirmed with her bank that the purchase funds and remaining down payment had been released and were transferred to and received by the dealership's account by 02/24/2024.

14. A short time later, someone identifying himself as named Robert and the Sales Manager, contacted plaintiff Julie Thomas and advised that the aforementioned vehicle was no longer available.

15. A short time later, defendants SLUVIS contacted plaintiff Julie Thomas in PA and presented and offered for sale a red Certified 2023 Aura TLX (VIN: 19UUB7F99PA001616) (Exhibit 3).

16. Defendant MCILWAIN represented the subject vehicle was exactly the same as the first, except a different color (red), and was carefully inspected, ACURA CERTIFIED, and never in any accidents or damaged.

17. Defendant PLAZA AUTO MALL then sent plaintiffs a purchase agreement and other related documents that plaintiff signed with a pen at there home in Pittsburgh, PA and returned as directed by defendants (Exhibit 4).

18. Defendants told plaintiffs that the only damage or defect was some scratches on the rims/wheels, which they promised to fix for transporting the vehicle for delivery to plaintiffs at their home.

19. Prior to the execution of any contracts, the Defendants' agents, including but not limited to Defendant, SLUVIS and/or Robert, and/or those identified on the attached document(s), made the following representations expressly and/or impliedly about the subject vehicle:

- a) the odometer reading and disclosure statement reflected the actual mileage;
- b) the odometer reading and disclosure statement was reliable and accurate;
- c) the subject vehicle had not been in any accidents or frame/structurally damaged;
- d) the subject vehicle was in good, safe, operable, and roadworthy condition;
- e) the subject vehicle was free of defects;
- f) Plaintiff was being charged lawfully for taxes;

- g) Plaintiff was being charged lawfully amounts paid to public officials for title, registration and lien fees;
- h) Defendants were charging a lawful documentary fee;
- i) Defendants would transfer lawfully Title and registration;
- j) the sale was conducted and the paperwork was completed lawfully;
- k) the vehicle was Certified;
- l) the vehicle passed a careful 182-point inspection;
- m) the vehicle was essentially brand new.

20. Prior to the execution of any agreements, the Defendant's agents, including Defendant, SLUVIS and/or Robert and/or those identified on the attached document(s), concealed the following facts from the Plaintiff about subject vehicle:

- a) the vehicle was defective and in a state of disrepair;
- b) the vehicle was unfit and unmerchantable;
- c) the defendants did not conduct the transaction or complete paperwork lawfully;
- d) the defendants charged an unlawful documentary fee;
- e) the defendants did not transfer Title ownership lawfully;
- f) the vehicle was in one or more pre-sale accidents;
- g) the vehicle was a former commercial or rental vehicle;
- h) the vehicle was not essentially brand new;
- i) the vehicle was in an accident and severely, including frame/structurally damaged.

21. By a Buyer's Order (BO) dated February 29, 2024, the Plaintiffs and Defendants ostensibly and apparently agreed to the terms for the financed purchase of the Certified 2023 Aura TLX (VIN: 19UUB7F99PA001616) (Exhibit 4).

22. The subject vehicle was a former commercial or rental vehicle (Exhibits 5).

23. The contracts did not contain a brief written description of the vehicle's prior use, including commercial or rental use. 37 Pa.C. § 301.4(2)(iii).

24. Under Pennsylvania law, it is unlawful to make representation in an advertisement or sales presentation that a motor vehicle or motor vehicle goods or services are of a particular style, model, standard, quality, or grade, if they are of another or if the representation conflicts with a written notice or required disclosure.

25. Under Pennsylvania law, any vehicle offered for retail sale by a dealer is presumed to be represented to be, and actually to be, roadworthy, and disclosure must be made of any condition that renders a vehicle non-roadworthy.

26. When defendants delivered the vehicle to plaintiff's home, plaintiffs immediately noticed that defendants had supplied only one key, there was no owners manual, and several paint defects and other indications of damage and improper and incomplete repair (Exhibit 6).

27. According to the ACURA CERTIFIED program, all certified vehicles must be sold with two keys and an owners manuals and meeting new vehicle condition and specifications.

28. When plaintiff next communicated with defendants, plaintiffs confronted them about the damage and defects. Defendants continued to deny that there were any accidents or damage or that they could have known about any accidents or damage.

29. Plaintiffs demanded the cancellation of the deal and the return of their money.

30. Defendants refused plaintiffs' demands.
31. The vehicle was represented to have 3,189 miles on it, but arrived with more than 3,500 miles on it.
32. The vehicle was involved in one or more pre-sale accidents or damage events.
33. The vehicle was not involved in any accidents or damaged post-sale.
34. A vehicle with a damaged or defective frame/structural, is not fit, merchantable, roadworthy, or safe.
35. The vehicle was sold in a defective, unfit, unmerchantable, non-roadworthy, and dangerous condition.
36. Any reasonably experienced and competent member of the industry performing an industry standard appraisal or inspection could not have missed the classic indications of damage, repair, and/or defects, including refinishing defects, etch marks, splotches, buff marks, pulling, and misaligned panels.
37. The vehicle was sold with damaged and/or defective frame/structure, which could not have passed state inspection, and which presented a clear and present danger, which could have caused an accident and extreme risk of injury or death not only for the vehicle's operator and occupants, but everyone on or near the roadways.
38. The Pennsylvania Automotive Industry Trade Practices require that dealer disclose any condition that renders the vehicle unfit or non-roadworthy and an AITP violation is an automatic Unfair Trade Practices and Consumer Protection Law violation. 37 Pa.C. § 301.2(5).
39. Defendants did not provide to plaintiff the written notice of three-day right of cancellation as required pursuant to 73 P.S. § 201-7.

40. Plaintiffs provided defendants with written notice that they were exercising their right to cancel the subject transaction under the UTPCPL (Exhibit 7).

41. Defendants acknowledged receipt of plaintiffs' notice of cancellation, but rejected it and refused to accept it (Exhibit 8).

42. Defendants did not return Plaintiff's money or return plaintiffs' incidental and consequential losses.

43. Defendants did not request the return of the vehicle or make arrangements to pick up the vehicle.

44. Ten days have expired since Plaintiffs notified defendants regarding their cancellation.

45. Defendants have abandoned and have waived any right to the vehicle per 73 P.S. § 201-7.

Certification

46. During all times relevant, Defendants PLAZA AUTO MALL and AHMC operated the ACURA CERTIFIED program as partners and/or as a joint venture.

47. During all times relevant, Defendants PLAZA AUTO MALL acted as AHMC's agent in the operation and sale of the ACURA CERTIFIED program, including entering into the subject RISC.

48. During all times relevant, Defendants PLAZA AUTO MALL and AHMC promoted the ACURA CERTIFIED PREOWNED PROGRAM ("ACURA CERTIFIED PROGRAM" or "the Program") as a way to induce consumers to buy vehicles and/or to do so at an increased price.

49. Defendants PLAZA AUTO MALL and AHMC heavily promote the ACURA CERTIFIED Program by asserting: that the Program encompasses a thorough 182-point inspection; that the customer will definitely know the history of the vehicle, that the Program takes the risk out of

purchasing a used vehicle, that the Program gives customers excellence and value combined, and that the Program gives customers long lasting peace of mind (Exhibits 9-10).

50. Upon information and belief, AHMC does not impose any and/or sufficient supervision and/or accountability related to the ACURA CERTIFIED Program.

51. Without careful supervision and accountability, any claim standards are illusory and fraudulent.

52. Consumers are misled to believe that AHMC stands behind the ACURA CERTIFIED Program and behind vehicles that were certified through the Program.
(Exhibits 9-10).

AMERICAN HONDA MOTOR COMPANY

53. AHMC developed, implemented, administers, and supervises the ACURA CERTIFIED Program.

54. AHMC developed a manual by which the Program is to be implemented and administered, and, in particular, by what standards the qualification inspections are required to be performed.

55. AHMC requires participating dealers to sign a ACURA CERTIFIED Program dealer agreement.

56. The aforementioned manual and/or ACURA CERTIFIED Program includes rules and standards dictating how the dealers must promote the ACURA CERTIFIED Program.

57. The aforementioned manual and/or ACURA CERTIFIED Program includes rules that require that dealers promote the ACURA CERTIFIED Program as referenced above, including as having high standards, providing high value, guaranteeing safety, involving strict standards, providing “peace of mind,” and requiring careful inspections.

58. The aforementioned manual and/or ACURA CERTIFIED Program includes rules and standards according to which a vehicle must be certified.

59. The aforementioned manual and/or ACURA CERTIFIED Program includes rules that require dealers make disclosures to consumers when a certified vehicle has been involved in an accident or has incurred damage.

60. The aforementioned manual and/or ACURA CERTIFIED Program requires that dealers provide consumers with a written disclosure of the inspection results.

61. The aforementioned manual and/or ACURA CERTIFIED Program requires that dealers provide consumers with a written disclosure of all of the damage and repairs to the vehicle.

62. The aforementioned manual and/or ACURA CERTIFIED Program prohibits advertising, offering for sale or selling vehicles as ACURA CERTIFIED unless and until the certified inspection has been completed.

63. The aforementioned manual and/or ACURA CERTIFIED Program prohibits advertising, offering for sale or selling vehicles as ACURA CERTIFIED unless and until all reconditioning bringing the vehicle to certified standards has been completed.

64. The aforementioned manual and/or ACURA CERTIFIED Program prohibits advertising, offering for sale or selling vehicles as ACURA CERTIFIED unless and until the certified inspection report has been signed by all necessary signatories.

65. The aforementioned manual and/or ACURA CERTIFIED Program prohibits advertising, offering for sale or selling vehicles as ACURA CERTIFIED unless and until the vehicle is accepted into or enrolled by AHMC into the ACURA CERTIFIED program.

66. The aforementioned manual and/or ACURA CERTIFIED Program prohibits selling vehicles with body damage, including dents, scratches, and/or gouges.

67. The aforementioned manual and/or ACURA CERTIFIED Program prohibits vehicles with frame or structural damage from being entered into the Program.

68. The ACURA CERTIFIED Program is a scam used to increased vehicle sale prices and to obtain unearned profits.

69. AHMC does not meaningfully supervise the ACURA CERTIFIED Program, including but limited to meaningfully auditing participating dealers.

70. The ACURA CERTIFIED Program does not include meaningful accountability so there are no meaningful standards.

71. The oversight and any periodic audits knowingly are not designed and do not result in meaningful oversight of the ACURA CERTIFIED inspections are completed by technicians sufficiently trained and knowledgeable about the program and program procedures and standards.

72. The oversight and any periodic audits knowingly are not designed and do not result in meaningful oversight of the ACURA CERTIFIED inspections are completed in accordance with program procedures and standards.

73. Defendant TMS acted at all times with the intention and knowledge that vehicles such as the instant vehicle would be represented and sold as ACURA CERTIFIED with no real or reasonable assurance that the vehicles were actually subjected to the required certified inspection and reconditioning procedures and standards.

74. Upon information and belief, AHMC has not meaningfully disciplined any participating dealers, including terminating said dealers, for violating the ACURA CERTIFIED Program, including

selling non-qualifying vehicles, defective vehicles, dangerous vehicles, frame damaged vehicles, and/or selling vehicles in violation of federal, state and/or local laws.

75. Because there is no meaningful oversight, no meaningful accountability and thus no meaningful standards, Defendants' promotion of the ACURA CERTIFIED Program is entirely fraudulent, misleading and/or deceptive.

76. The ACURA CERTIFIED Program was an essential element of the subject fraudulent transaction and played a substantial contributing role in its perpetration.

77. In promoting the ACURA CERTIFIED Program and selling the subject vehicle as ACURA CERTIFIED, Defendants AHMC, PLAZA AUTO MALL, MACWILWAIN, BONFORTI, and SLUVIS acted pursuant to a common design.

78. In promoting the ACURA CERTIFIED Program and selling the subject vehicle as ACURA CERTIFIED Defendants AHMC, PLAZA AUTO MALL, MACWILWAIN, BONFORTI, and SLUVIS knew that they were breaching their duty of good faith and fair dealing to consumers in general and to Plaintiff in particular, and lent each other substantial assistance in the fraudulent and other misconduct described more fully above and below.

79. In promoting and selling the ACURA CERTIFIED Program and selling vehicles as ACURA CERTIFIED, Defendants AHMC, PLAZA AUTO MALL and SLUVIS knew that the program and the program oversight were not sufficient to believe or to assert reasonably that any particular dealer operated the program in accordance with the mandated procedures and standards, and/or that any particular vehicle branded as ACURA CERTIFIED had in fact been inspected, reconditioned, presented, and/or sold in accordance with the program.

(Exhibits 9-10).

80. All defendants' affirmative statements of fact or promise and descriptions made about the vehicle and transaction were the basis of the bargain and plaintiff's agreement to purchase the vehicle and thus created an express warranties that the vehicle would conform thereto.

ADDITIONAL ALLEGATIONS

81. Defendants never expressed in any manner any allegation that plaintiff supplied any false or unverifiable information in connection with the transaction.

82. Defendants never expressed in any manner any allegation that any of defendants actions were as set forth herein were taken as a result of any false or unverifiable information supplied by the Plaintiff.

83. The Plaintiff has no experience in or specialized knowledge related to the automotive industry, and/or related to motor vehicles, motor vehicle sales, motor vehicle repair, and/or consumer finance.

84. At all times relevant, Defendants promised to take good care of the Plaintiff.

85. Defendants stood in a position of trust and confidence.

86. Plaintiff surrendered substantial control over the financing of the subject purchase.

87. By virtue of their position of trust and confidence, their unequal sophistication and expertise, defendants had the means to take advantage and exercise undue influence over plaintiff.

88. The purchase of a motor vehicle is one of the largest investments that many, if not most, consumers make.

89. The subject purchase was the plaintiff's first or second greatest investment.

90. The Defendants stood in a fiduciary relationship with the plaintiff.

91. The Defendants exploited their fiduciary relationship by deceiving the plaintiff regarding the party's respective rights and duties under the RISC, and concealing the nature of Defendant's conduct (misconduct).

92. The Defendants are in the business and regularly extend credit to consumers in the manner described above.

93. Defendants are required to be licensed motor vehicle dealers, installment sellers, and/or salespersons in Pennsylvania.

94. Upon information and belief, Defendants are NOT licensed motor vehicle dealers, installment sellers, and/or salespersons in Pennsylvania.

95. The subject vehicles were purchased by the Plaintiff primarily for personal use.

96. The Defendants induced and entered into the subject purchase-sale agreements with a then present and conscious intention to breach, reject, and/or refuse to honor their obligations under said agreement.

97. The established business practices discussed in the preceding paragraphs were created, implemented, approved, and/or supervised by the Defendants.

98. As a result of the true history of the vehicle and ongoing problem, plaintiff has lost faith in the vehicle and defendants and experience fear, anxiety and distress using the vehicle, which has limited her use and enjoyment of the vehicle.

99. As a result of the Defendants' unlawful actions, the plaintiff has been deprived of the use of the vehicle, has incurred expenses for replacement transportation, has suffered damage to her credit rating and credit reputation, and has suffered extreme emotional distress, frustration, inconvenience, humiliation, fear, anxiety, and/or embarrassment.

100. Plaintiff has been and will continue to be financially damaged due to Defendants' intentional, reckless, wanton, and/or negligent failure to honor their contractual obligations and the damage to their credit rating and reputation.

101. During all times relevant the Defendants deceived the plaintiff into believing Defendants' actions were lawful, and/or concealed their actions' unlawful nature.

102. At all times relevant, the Plaintiff relied on Defendants' apparent and claimed experience, sophistication and expertise in inspecting, repairing, selling and/or financing motor vehicles.

103. The defendants knew or should have known of the subject vehicles' actual and defective condition, and full and complete histories, based on their experience in the trade, their agents' and/or employees' specialized training, their acquisition of the vehicles, their inspections of the vehicles, their access to the manufacturer database or other service history, and their reference to the paperwork and/or Carfax or other similar vehicle history reports.

104. The Pennsylvania Automotive Industry Trade Practices require that dealer disclose any condition that renders a vehicle unfit or non-roadworthy – and an AITP violation is an automatic Unfair Trade Practices and Consumer Protection Law violation. 37 Pa.C. § 301.2(5).

COUNT I
FRAUD
PLAINTIFF v. ALL DEFENDANTS

105. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

106. Prior to the execution of any contracts, the Defendants' agents, including but not limited to Defendant, SLUVIS and/or Robert, and/or those identified on the attached document(s), made the following representations expressly and/or impliedly about the subject vehicle:

- a) the subject vehicle had not been in any accidents or frame/structurally damaged;
- b) the subject vehicle was in good, safe, operable, and roadworthy condition;
- c) the subject vehicle was free of defects;
- d) Plaintiff was being charged lawfully for taxes;
- e) Plaintiff was being charged lawfully amounts paid to public officials for title, registration and lien fees;
- f) Defendants were charging a lawful documentary fee;
- g) Defendants would transfer lawfully Title and registration;
- h) the sale was conducted and the paperwork was completed lawfully;
- i) the vehicle was Certified;
- j) the vehicle passed a careful 182-point inspection;
- k) that the subject was covered by the DRIVEWAY 7-day money back guarantee.

107. Prior to the execution of any agreements, the Defendant's agents, including Defendant, SLUVIS and/or Robert and/or those identified on the attached document(s), concealed the following facts from the Plaintiff about subject vehicle:

- a) the vehicle was defective and in a state of disrepair;
- b) the vehicle was unfit and unmerchantable;
- c) the defendants did not conduct the transaction or complete paperwork lawfully;
- d) the defendants charged an unlawful documentary fee;
- e) the defendants did not transfer Title ownership lawfully;

- f) the vehicle was in one or more pre-sale accidents;
- g) the vehicle was a former commercial or rental vehicle;
- h) defendants would refuse to honor the DRIVEWAY 7-day money back guarantee.

108. The misrepresentations and omissions identified in the immediately preceding paragraphs, were known or should have been known to Defendants to be false when made, were material in nature, and were made with the intent to deceive, defraud and/or induce the Plaintiff, and in fact, induced her to purchase the automobile at the price listed in the purchase agreement.

109. The Defendants knew that the Plaintiff had no special knowledge in the purchase, financing and condition of automobiles and would rely on their representations.

110. The Plaintiff relied on the Defendants' misrepresentations and was induced to sign the RISC and other documents related to which she apparently and ostensibly purchased and financed the aforementioned automobile at the inflated amount listed in the purchase agreement.

111. As a result of the aforementioned conduct, the Plaintiff suffered the damages outlined above and below.

112. The Defendants' actions as hereinbefore described were reckless, outrageous, willful, and wanton, thereby justifying the imposition of exemplary, treble and/or punitive damages.

WHEREFORE, Plaintiff demands judgment against the defendants jointly and/or severally in excess of Fifty Thousand Dollars (\$50,000), together with incidental and consequential damages, all damages to which plaintiff is entitled under the UCC, interest, costs, and punitive damages, and such equitable relief, including rescission, restitution and/or disgorgement, as the Court may find appropriate.

COUNT II
BREACH OF CONTRACT
PLAINTIFF v. ALL DEFENDANTS

113. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

114. This and all subsequent causes of action are pleaded in the alternative and/or in addition to Plaintiff's cause of action for fraud.

115. In the alternative, on the aforementioned dates, plaintiff apparently and/or ostensibly was misled to believe that she had contracted with Defendants for the purchase of the vehicle as well as taxes, registration, tags, service contract, and transfer of title, which agreement was final and included all payment and financing terms.

116. Plaintiff performed or satisfied all of her obligations under the aforementioned finance purchase agreement.

117. The Plaintiff was at no time relevant in default.

118. Defendants are in breach of the aforementioned contract in that they have in the past and continue without justification to negligently, intentionally, willfully, fraudulently, and/or recklessly failed and/or refused to deliver to plaintiff the car for which plaintiff contracted under the agreed terms and/or demanded the return of the vehicle or deprived plaintiff of the quiet enjoyment of the vehicle or the amount of credit promised.

119. The Defendants breached and/or anticipatorily breached all the agreements thereby relieving plaintiff of any duty to perform thereunder.

120. As a result of Defendants' breach, the plaintiff suffered the damages outlined above and in the following additional ways:

- a. increased purchase costs;
- b. damaged credit rating and reputation;
- c. deprived of the use and enjoyment of the vehicle;

- d. incurred cost of replacement vehicle;
- e. spent time resolving problems created by Defendants' breach;
- f. incurred other incidental and consequential damages, including emotional distress, fear, anxiety, inconvenience, and frustration; and,
- g. incurred increased interest and other expenses for financing the purchase of the vehicle.

121. The Defendants' actions as hereinbefore described were reckless, outrageous, willful, and wanton, thereby justifying the imposition of exemplary, treble and/or punitive damages.

WHEREFORE, Plaintiff demands judgment against the defendants jointly and/or severally in excess of Fifty Thousand Dollars (\$50,000), together with incidental and consequential damages, all damages to which plaintiff is entitled under the UCC, interest, costs, such other and/or equitable relief, including rescission, restitution and/or disgorgement, as the Court may find appropriate.

COUNT III
NEGLIGENCE
PLAINTIFF v. ALL DEFENDANTS

- 122. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.
- 123. The Defendants were negligent in the following respects:
 - a. failing to institute appropriate policies and procedures to comply with the applicable laws;
 - b. failing to institute policies, train personnel, and supervise personnel regarding lawful financing and/or sales presentations;
 - c. failing to institute policies, train personnel, and supervise personnel regarding proper pre-sale inspections of vehicles;
 - d. failing to institute policies, train personnel, and supervise personnel regarding

Title transfers;

- e. failing to institute policies, train personnel, and supervise personnel regarding financing agreements;
- f. failing to institute policies, train personnel, and supervise personnel regarding sales of and performance obligations related to service contracts.
- g. failing to hire competent and/or honest personnel, such as mechanics and salespeople;
- h. failing to properly train and/or supervise its personnel;
- i. failing to honor RISCs and their other promises and representations described more fully above and below.
- j. failing to properly inspect the vehicle, detect defects therein, and/or report said defects to the Plaintiff;
- k. violating 13 Pa.C.S.A. § 101 et seq., 75 Pa. C.S.A. § 7131 et seq., 69 P.S. § 601 et seq., 37 PaC. § 301 et seq.

124. Plaintiff suffered actual damages proximately caused by Defendants' negligence as alleged above.

125. The Defendants' actions as hereinbefore described were reckless, outrageous, willful, and wanton, thereby justifying the imposition of exemplary, treble and/or punitive damages.

WHEREFORE, Plaintiff demands judgment against the defendants jointly and/or severally in excess of Fifty Thousand Dollars (\$50,000), together with incidental and consequential damages, all damages to which plaintiff is entitled under the UCC, interest, costs, such other and/or equitable relief, including rescission, restitution and/or disgorgement, as the Court may find appropriate.

COUNT IV
NEGLIGENT MISREPRESENTATION
PLAINTIFF v. ALL DEFENDANTS

126. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

127. The conduct of the Defendants as alleged in addition to and in the alternative constituted separate negligent misrepresentations that were false because of the failure to exercise reasonable care or competence in obtaining or communicating the information, including but not limited to misrepresentations about the history, condition and safety of the vehicle and the terms of sale and financing and related to the transfer of Title ownership.

128. The Defendants supplied information including but not limited to that the vehicle was formerly owned and operated by the dealer owner, that the paperwork was being completely lawfully, and that defendants were charging plaintiff lawfully for title, registration, lien recording, and aftermarket products, which induced plaintiff to purchase the vehicle and/or taking or refraining from taking action with respect to the vehicle, such as returning the vehicle or rescinding the purchase contract and/or filing suit.

129. As a direct and proximate result of these negligent misrepresentations, the Plaintiff suffered damages as alleged.

WHEREFORE, Plaintiff demands judgment against the defendants jointly and/or severally in excess of Fifty Thousand Dollars (\$50,000), together with incidental and consequential damages, all damages to which plaintiff is entitled under the UCC, interest, costs, and punitive damages, and such equitable relief, including rescission, restitution and/or disgorgement, as the Court may find appropriate.

COUNT V
BREACH OF EXPRESS AND IMPLIED WARRANTIES
PLAINTIFF v. ALL DEFENDANTS

130. Plaintiff incorporates all facts and allegations set forth elsewhere in this Complaint.

131. The representations of the defendants regarding the subject vehicle's history and condition constituted express warranties and implied warranties under the laws in the Commonwealth of Pennsylvania, including misrepresenting the vehicle as carefully inspected and never in any accidents or damaged and concealing the pre-sale accident(s) and damage.

132. The vehicle was not merchantable, in breach of the implied warranty of merchantability, and it was not fit for the ordinary purposes for which such goods are sold.

133. Plaintiff suffered actual damages proximately caused by these breaches of warranties as alleged above.

WHEREFORE, Plaintiff demands judgment against the defendants jointly and/or severally in excess of Fifty Thousand Dollars (\$50,000), together with incidental and consequential damages, all damages to which plaintiff is entitled under the UCC, interest, costs, such other and/or equitable relief, including rescission, restitution and/or disgorgement, as the Court may find appropriate.

COUNT VI
VIOLATION OF THE PROFESSIONS AND OCCUPATIONS ACT
BOARD OF VEHICLES ACT
PLAINTIFF v. ALL DEFENDANTS

134. Plaintiff incorporates all facts and allegations set forth in this Complaint.

135. The licensing statute and code are intended in part to protect the public welfare generally and, more specifically, to protect consumers from dealer misconduct in the sale of motor vehicles.

136. Pursuant to the Preamble the Legislature declared: "It is hereby declared to be the public policy of this Commonwealth to provide for fair and impartial regulation of those persons engaged in manufacturing, distributing or selling of vehicles. The provisions of this act which are applicable to such activities shall be administered in such a manner as will continue to promote fair dealing and honesty in the

vehicle industry and among those engaged therein without unfair or unreasonable discrimination or undue preference or advantage. It is further declared to be the policy of this Commonwealth to protect the public interest in the purchase and trade of vehicles so as to insure protection against irresponsible vendors and dishonest or fraudulent sales practices and to assist, provide and secure a stable, efficient, enforceable and verifiable method for the distribution of vehicles to consumers in this Commonwealth.” (emphasis added).

137. Pursuant to 63 P.S. §818.303(a)(1), the POVA/BOVA licensing regulations are intended “[t]o promote the public safety and welfare, it shall be unlawful for any person to engage in the business as a salesperson, dealer, branch lot, wholesale vehicle auction, public or retail vehicle auction, manufacturer, factory branch, distributor, distributor branch, factory representative or distributor representative within this Commonwealth unless the person has secured a license as required under this act.”

138. Pursuant to 49 Pa.C. § 19.1, the legislative findings underlying the POVA/BOVA licensing regulations are: “[t]he General Assembly of this Commonwealth finds and declares that the sale of new and used motor vehicles in the Commonwealth vitally affects the general economy of the Commonwealth, the public interest and public welfare, and that in order to promote the public interest and the public welfare, and in the exercise of its police power, it is necessary to license manufacturers, dealers and salespersons of new and used motor vehicles doing business in the Commonwealth, in order to prevent frauds, impositions and other abuses upon its citizens and to protect and preserve the investments and properties of the citizens of this Commonwealth.” (emphasis added).

139. Defendants are required to be licensed under the PAOA/BOVA.

140. Defendants are licensed and/or are required to licensed dealer, new vehicle franchise, and/or motor vehicle salesperson, and/or sell new motor vehicles.

141. The misconduct more particularly identified above and below constitute violations of 63 P.S. § 818.318(2), (3), (5), (6), (7), (21), (23), (24), and (26).

142. As a result of the Defendants' misconduct, the Plaintiff was deprived of the use and enjoyment of the subject vehicle, the use and enjoyment of their down payment, will incur costs and expenses for replacement vehicles, incurred inconveniences and frustration, together with the other damages set forth above and below.

143. The defendants' individual and collective acts and/or omissions were substantial contributing factors and causes of violations of the duties as set forth in this Count and to plaintiff's indivisible harm and damages more fully described above and below, and render the defendants joint and severally liable to the plaintiff.

144. The Board of Vehicles Act – also known as the Profession and Occupation Act – provides for a private right of action and civil remedies. 63 P.S. § 818.329.

§ 818.329. Civil actions for violations

Notwithstanding the terms, provisions or conditions of any agreement or franchise or other terms or provisions of any novation, waiver or other written instrument, any person who is or may be injured by a violation of a provision of this act of any party to a franchise who is so injured in his business or property by a violation of a provision of this act relating to that franchise, or any person so injured because he refuses to accede to a proposal for an arrangement which, if consummated, would be in violation of this act, may bring an action for damages and equitable relief, including injunctive relief, in any court of competent jurisdiction.

63 P.S. § 818.329.

WHEREFORE, Plaintiff demands judgment against the defendants jointly and/or severally in excess of Fifty Thousand Dollars (\$50,000), together with incidental and consequential damages, all damages to which plaintiff is entitled under the UCC, interest, costs, such other and/or equitable relief,

including rescission, restitution and/or disgorgement, as the Court may find appropriate.

COUNT VII
VIOLATION OF PENNSYLVANIA UNFAIR TRADE PRACTICES
AND CONSUMER PROTECTION LAW
PLAINTIFF v. ALL DEFENDANTS

145. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

146. The actions and omissions of Defendants as hereinbefore and hereinafter described constitute violations of the Unfair Trade Practices and Consumer Protection Law (UTPCPL), 73 Pa.C.S.A. § 201-1 *et. seq.*, which are in-and-of-themselves fraudulent, deceptive and misleading, constituting violations of the Unfair Trade Practices and Consumer Protection Law, 73 Pa.C.S.A. § 201-1 *et. seq.*

147. The actions and omissions of Defendants has hereinbefore and hereinafter described constitute violations of the following sections of the UTPCPL 73 P.S. § 201-2(4):

- (ii) Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- (iii) Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another;
- (v) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;
- (vi) Representing that goods are original or new if they are deteriorated, altered, reconditioned, reclaimed, used or secondhand;
- (vii) Representing that goods or services are of a particular standard, quality or grade,

or that goods are of a particular style or model, if they are of another;

(ix) Advertising goods or services with intent not to sell them as advertised;

(xxi) Engaging in any other fraudulent or deceptive conduct which creates likelihood of confusion or of misunderstanding.

Pennsylvania Automotive Industry Trade Practices

148. The defendants' actions, including misrepresenting the vehicle's history, condition and value, misrepresenting the seller and the terms and conditions of the sale and financing, as set forth in more detail above and below, and/or the respective sales documents, violated the following provisions of the Pennsylvania Automotive Industry Trade Practices:

§ 301.2. Advertising and sales presentation requirements (1) The use of different type, size, style, location, sound, lighting or color, so as to obscure or make misleading a material fact in an advertisement or sales presentation.(2) The misrepresentation in any way of the size, inventory or nature of the business of the advertiser or seller; the expertise of the advertiser or seller or his agents or employes; or the ability or capacity of the advertiser or seller to offer price reductions.(3) The use of an advertisement or sales presentation as part of a plan or scheme not to sell the vehicles or services advertised, or both, or not to sell the vehicles or services advertised or presented at the advertised price. The following will be *prima facie* evidence of a plan or scheme not to sell the motor vehicles or services or not to sell the vehicles or services at the advertised or represented prices:

(i) Refusing to show, display, sell or otherwise provide the goods and services advertised in under the terms of the advertisement.(ii) Disparaging by act or word the advertised goods and services; the warranty; the credit terms; the availability of service, repairs or parts; or anything which in any other respect is a material fact connected with the sale of the advertised goods and services.(iii) Refusing to take orders for advertised goods and services or taking orders at a price greater than the advertised price.(iv) Showing, demonstrating or delivering advertised goods or services which are obviously defective, unusable or unsuitable for the purpose represented or implied in the advertisement or sales presentation.

(4) The failure or refusal to sell a motor vehicle or other goods or services under terms or conditions, including price or warranty, which a motor vehicle manufacturer or dealer or repair shop has advertised or otherwise represented.(5) The representation in an advertisement or sales presentation that a motor vehicle or motor vehicle goods or services are of a particular style, model, standard, quality or grade if they are of another or if the representation conflicts with a written notice or disclosure required under this chapter. (6) The making of a

representation or statement of a fact in an advertisement or sales presentation if the advertiser or salesperson knows or should know that the representation or statement is false and misleading or if the advertiser or salesperson does not have sufficient information upon which a reasonable belief in the truth of the representation could be based. § 301.4. General provisions -- motor vehicle dealer (a) With regard to a motor vehicle dealer, the following will be considered unfair methods of competition and unfair or deceptive acts or practices:

(2) Using a printed or written contract form agreement, receipt or invoice in connection with the sale of a motor vehicle which is not clearly identified and which does not contain the following:

- (i) The name and address of the dealer and purchaser.
- (iii) A description of the purchased vehicle as either "new" or "used" and, if used, a brief description of its prior usage such as "executive," "demonstrator," "reconstructed," or any prior usage which is required to be noted on a Pennsylvania Certificate of Title or which appears on the title of any state through which the dealer has acquired ownership.
- (iv) The total contract price, including an itemized list of charges for repairs, services, dealer-installed optional accessories and documentary preparation which are not included in the purchase price.

(4) Using in a motor vehicle purchase contract a liquidated damage clause or similar clause which requires the forfeiture of a purchaser's deposit or security when the purchaser cancels or breaches the contract unless: the clause contains a specific dollar amount or item to be retained by the dealer; the clause is clear and conspicuous; the purchaser assents to the clause by initialing the same; and the clause is not otherwise unlawful. (6) Failing to refund the full amount of a purchaser deposit promptly when:

- (iv) The dealer fails to deliver to the purchaser a motor vehicle which conforms to the terms of the contract.

(9) Where no express warranty is given, attempting to exclude the implied warranties of merchantability and fitness for a particular purpose in the sale of a motor vehicle purchased primarily for personal, family or household purposes unless the following notice in at least 20-point bold type is prominently affixed to a window in the motor vehicle so as to be easily read from the outside and is brought to the attention of the prospective purchaser by the seller: **This vehicle is sold *without* any *warranty*. The purchaser will bear the *entire expense* of repairing or correcting any defects that presently exist and/or may occur in the motor vehicle unless the salesperson promises *in writing* to correct such defect or promises *in writing* that certain defects do not exist.** This paragraph prohibits the use of the term "AS IS" unless the sales contract, receipt, agreement or memorandum contains the following information in a clear, concise and conspicuous manner on the face of the document; the notice shall be in addition to the window statement required by this paragraph and may not contradict an oral or written statement, claim or representation made directly or by implication with regard to the quality, performance, reliability or lack of mechanical defects of a motor vehicle which is offered for sale: **AS IS THIS MOTOR VEHICLE IS SOLD AS IS WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE.** (10) Failing to forward to the proper Commonwealth agency amounts and forms tendered by a purchaser, such as sales tax and transfer and registration fees, within the time prescribed by law.

149. Plaintiff claims all damages to which they are entitled arising from Defendants' violations of the Unfair Trade Practices and Consumer Protection Law.

150. The actions and omissions of Defendants as hereinbefore and hereinafter described constitute violations of the Unfair Trade Practices and Consumer Protection Law, 73 Pa.C.S.A. § 201-1 *et. seq.*, which are in-and-of-themselves fraudulent, deceptive and misleading, constituting violations of the Unfair Trade Practices and Consumer Protection Law, 73 Pa.C.S.A. § 201-1 *et. seq.*

151. Plaintiff claims all damages to which they are entitled arising from Defendants' violations of the Unfair Trade Practices and Consumer Protection Law.

WHEREFORE, Plaintiff demands judgment against the Defendants in an amount greater than Fifty Thousand Dollars (\$50,000), together with incidental and consequential damages, interest, costs, counsel fees, treble damages, and such other relief, including equitable relief, including rescission, restitution and/or disgorgement, the Court may find appropriate.

BENSLEY LAW OFFICES, LLC

BY: /s/William C. Bensley
WILLIAM C. BENSLEY
Attorney for Plaintiff

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION**

COVER SHEET

<p>Plaintiff(s) Vs</p> <p>JULIE RENEE THOMAS and JEFFERY ALAN THOMAS, II, w/h</p> <p style="text-align: center;">Vs.</p> <p>Defendant(s)</p> <p>PLAZA AUTO MALL 2740 Nostrand Avenue Brooklyn, NY 11210 and ROBERT MCILWAIN 2740 Nostrand Avenue Brooklyn, NY 11210 and SCOTT BONFORTI 2740 Nostrand Avenue Brooklyn, NY 11210 and MAKSIM SLUVIS 2740 Nostrand Avenue Brooklyn, NY 11210 and AMERICAN HONDA MOTORS CO., INC. 1919 Torrance Boulevard Torrance, CA 90501-2746</p>	<p>Case Number:</p> <p>Type of pleading: Complaint Exhibits</p> <p>Filed on behalf of Plaintiffs, Julie Thomas and Jeffery Thomas</p> <p>(Name of the filing party)</p> <p><input checked="" type="checkbox"/> Counsel of Record William B. Bensley, Esq. <input type="checkbox"/> Individual, If Pro Se</p> <p>Address, Telephone Number, and Email Address: William C. Bensley, Esq. Bensley Law Offices, LLC 1500 Walnut Street, Suite 900 Philadelphia, PA 19102 267-322-4000 wcbensley@bensleylawoffices.com</p> <p>Attorney's State ID PA</p> <p>Attorney's Firm ID 79953</p>
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EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

Customer Information		Vehicle Details		Salesperson Information	
Customer Name: JEFFERY ALAN THOMAS JR.		Vehicle Model: ACURA TLX		Salesperson Name: Jeffrey Thomas	
Address: 215 BUCKINGHAM DR		Year: 2023		Phone: (412) 916-6501	
City: PITTSBURGH PA 15237		State: PA		Zip: 15237	
Business Phone: (412) 916-6501		Business Phone: (412) 916-6501			
IF THIS CONTRACT IS CANCELLED BY ME WITHOUT YOUR CONSENT, I UNDERSTAND I SHALL BE LIABLE TO YOU FOR LIQUIDATED DAMAGES IN ACCORDANCE WITH PARAGRAPH FIVE (5) REVERSE SIDE.					
<small>Dealership deposit fee for processing application for registration and/or issuance of title and for issuing special business plates (Applicable to 1989 & later vehicles) \$175.00</small>		\$ 175.00			
DESCRIPTION OF TRADE-IN					
YEAR:	MAKE:	MODEL:	COLOR:		
VIN:			MILEAGE:		
DATE:			AMOUNT:		
NOTICE TO CONSUMER: IF THE VEHICLE IS NOT DELIVERED IN ACCORDANCE WITH THIS AGREEMENT WITHIN 30 DAYS AFTER THE ESTIMATED DELIVERY DATE AND THE DELAY IS NOT ATTRIBUTABLE TO YOU, YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT AND TO RECEIVE A FULL REFUND OF YOUR DEPOSIT.					
<small>Estimated Delivery Date: 02/14/24</small>					
DEALER USE CERTIFICATION (Required by Vehicle and Traffic Law 417-A) I, principal user of the vehicle, when a police vehicle, tactical, driver education vehicle or rental vehicle, the principal user of this vehicle was not a police vehicle, _____, a tactical _____, a driver education vehicle, _____.					
<small>I, the principal user of the vehicle, am responsible for the payment of all applicable state and local taxes, fees, and charges associated with the purchase of this vehicle, including, but not limited to, license fees, title fees, registration fees, and any other fees required by law. I understand that I am responsible for any penalties or fines resulting from my failure to comply with these requirements.</small>					
TRADE-IN ALLOWANCE					
<small>Trade-in value: \$175.00</small>				<small>Subtotal: \$46000.00</small>	
<small>Trade-in amount: \$175.00</small>				<small>7% Sales Tax: 3220.00</small>	
<small>Doc Fee: \$175.00</small>					
<small>Other Fees: \$0.00</small>					
<small>N.Y.S. Waste Tire Fee: \$0.00</small>					
NEW PLATES & REG. AND N.Y.S. INSPECTION					
<small>Reg. Fee: \$517.00</small>				<small>Total Cost: \$49912.00</small>	
<small>Deposit: <input type="checkbox"/> Cash <input type="checkbox"/> Certified OR <input type="checkbox"/> Credit Card</small>				<small>Refund Assigned to Dealer: \$10000.00</small>	
TRADE PAYOFF					
CERTIFIED CHECK OR CASH ON DELIVERY					
<small>Amount indicated on this sales contract or lease agreement for registration and title fees is an estimate. In some instances, it may exceed the actual fees due the Commissioner of Motor Vehicles. The dealer will, automatically and within sixty days of securing such registration and title, refund of any amount overpaid for such fees.</small>					
<small>CUSTOMER'S INITIALS: Jeffrey Thomas DATE: 02/14/2024</small>					
<small>IMPORTANT NOTICE TO USED CAR BUYER</small>					
<small>(a) STATE LAW REQUIRES THAT SELLER OF SECONDHAND CARS CERTIFY IN WRITING TO THE BUYER THAT EACH CAR IS IN SAFE CONDITION AT THE TIME OF SALE.</small>					
<small>(b) THIS CERTIFICATION IS A GUARANTEE THAT THE CAR IS IN SAFE CONDITION AT THE TIME OF SALE.</small>					
<small>(c) BUYER HAS A RIGHT TO REQUEST THE DEALER TO REPAIR OR TO PAY IN FULL FOR REPAIRS OF ANY UNSAFE CONDITION IN THE CAR WHICH DOES NOT COMPLY WITH THIS CERTIFICATION.</small>					
<small>(d) THIS BUSINESS IS LICENSED BY THE DEPARTMENT OF CONSUMER AFFAIRS, 42 BROADWAY, NEW YORK, NEW YORK 10004. COMPLAINT PHONE: 212-487-4444; NYD DOA: DO NO 1015209 - 1100000.</small>					
<small>ACCEPTED BY: Jeffrey Thomas SIGNATURE: Jeffrey Thomas</small>					

NYS • DLR LIC. NO. 7034533, 7024370, 7070331, 7064361, 7057971

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2



USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, Texas 78288-0544

DEALER FUNDING REQUEST

Approval Code:	CLJ3CE50442686
USAA Member Number:	032886889
Borrower Name(s):	JULIE R. THOMAS Jeffrey A Thomas
Form Number:	66995-LN1150723409

Dealer: Fax these documents to 877-832-3052 to receive funding.

We usually send the funds within 1-2 business days of receiving all of the following documents:

- This Dealer Funding Request form. Send as page 1;
- Borrower signed purchase agreement including any adjustments for trades and/or down payments;
- Title application for each titled collateral listing at least one of the listed borrowers as a registered owner AND showing USAA Federal Savings Bank as lien holder according to the lien information provided. The dealership agrees to submit all necessary titling paperwork to the appropriate state agency within 10 days of the purchase date. Refer to the lien holder information section.

Dealership Information

Dealership Name: PLAZA IMPALA LLC DBA PLAZA ACURA
 Contact Name: PAUL CARTER
 Phone: (847) 554-6354
 Fax:

Funding Information

Funding Information for a 2023 or newer vehicle
 Purchase Date: Feb 14, 2024
 Balance Due to Dealer: \$39,912.06 (minimum \$5,000)

This should match the balance due or balance to finance listed on the Purchase Agreement. The minimum loan amount is \$5000.

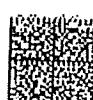
Dealer's Bank Account Number: 9886420257
 Dealer's Bank (ACH) Routing Number: 022000046

REQUIRED: Dealer must check box to receive funding.

I acknowledge that the borrower has a direct loan from USAA Federal Savings Bank and attest that the loan proceeds were NOT used to purchase credit-related ancillary products, including Guaranteed Asset Protection, referred to as GAP. USAA will refuse payment if loan proceeds are used to purchase any credit-related ancillary products.

Important: USAA reserves the right to delay payment, refuse payment or pay a lesser amount if the requested amount exceeds loan approval amount, the requested amount does not meet USAA collateral value requirements or USAA suspects fraud.

20000005448814 - 20000006148816
 BANK: 032886889 66995-1150723409



66995-1123

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3



Search Cars, VIN, Body Style...



2023 Acura TLX Vehicle History Report



Photo: 2024

VIN:

19UUB7F99PA001616

Vehicle:

2023 Acura TLX

Assembled:

AMERICAN HONDA MOTOR CO., INC.

Vehicle Age:

1 year(s)

[Detailed Vehicle History](#)

No Auctions & Incidents

EXHIBIT 4

EXHIBIT 4

EXHIBIT 4



Prior Use Disclosure Acknowledgement

<u>Year:</u> 2023	<u>Make:</u> ACURA	<u>Model:</u> TLX	<u>Mileage:</u> 3189
<u>VIN #</u> 1 9 U U B 7 F 9 9 P A 0 0 1 6 1 6			

Prior Use

Dealership policy is to disclose to Customer the prior use of a vehicle when that use is known or ascertainable to the Dealership and that use was anything other than as a private passenger vehicle. The prior use of the vehicles is as indicated below:

- Private passenger vehicle
- Rental Vehicle (*purchased from a rental car company*)
- Taxi, Livery Vehicle
- Demo
- Other _____

Dealership has no knowledge of any makes no representation regarding prior use which has not been disclosed in the dealership or which is not ascertainable from the title and other documentation regarding the vehicle.

Prior Defects, Damage, or Repairs

Dealership policy is to inform customers of any significant prior damage or repairs which are known to the Dealership however, Dealership can not warrant that a vehicle is free from any prior defects, damage, or repairs, in some case, prior mechanical or body damage and/or repairs may not have been disclosed to the Dealership, or may not be detectable in the course of the Dealership inspection of the vehicle.

Dealership, allows all customer the opportunity to have the vehicle they are considering inspected by a technician or auto body expert prior to purchase (*at customer's own expense*). If Customer has any concerns about prior damage or repairs, Customer is advised to have an inspection performed.

Customer acknowledge that Dealership is not responsible for any prior mechanical or body damage and or repairs other than what is required by law which dealership has no knowledge of at the time of the sale and that dealership makes no representations or warranties that the vehicle is free from any prior damage and or repairs. dealership's obligation is limited to the disclosure of known damage or prior repairs.

Buyer Name:

JULIE RENEE THOMAS

Julie Thomas 02/28/2024
Buyer Signature: Date:

Co-Buyer Name:

JEFFERY ALAN THOMAS J.J.

Jeff Thomas 02/28/2024
Co-Buyer Signature Date:

EXHIBIT 5

EXHIBIT 5

EXHIBIT 5

William Bensley (C481825)
 Philadelphia, PA
 Reference Number: THOMAS

CARFAX History-Based Value Report

History events affecting this vehicle's value



No Accidents Reported



1-Owner Vehicle



Prior Certified Pre-Owned

\$49,170 Retail Value

CARFAX

Vehicle History Report™

2023 ACURA TLX SH-AWD TYPE S W/PERF. WHEEL+TIRE

VIN: 19UUB7F99PA001616
 SEDAN 4 DR
 3.0L V6
 GASOLINE
 ALL WHEEL DRIVE

No accidents or damage reported to CARFAX

CARFAX 1-Owner vehicle

Commercial vehicle

Last owned in New York

6 Detailed records available

3,266 Last reported odometer reading

This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 3/26/24 at 7:57:18 AM (CDT). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.

CARFAX

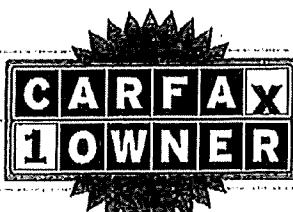
Additional History

Not all accidents / issues are reported to CARFAX

Owner 1

Total Loss No total loss reported to CARFAX.	<input checked="" type="checkbox"/> No Issues Reported
Structural Damage No structural damage reported to CARFAX.	<input checked="" type="checkbox"/> No Issues Reported
Airbag Deployment No airbag deployment reported to CARFAX.	<input checked="" type="checkbox"/> No Issues Reported
Odometer Check No indication of an odometer rollback.	<input checked="" type="checkbox"/> No Issues Indicated
Accident / Damage No accidents or damage reported to CARFAX.	<input checked="" type="checkbox"/> No Issues Reported
Manufacturer Recall No open recalls reported to CARFAX. Check with an authorized Acura dealer for any open recalls.	<input checked="" type="checkbox"/> No Recalls Reported
Basic Warranty Original warranty estimated to have 41 months or 46,734 miles remaining. Confirm with dealer or vehicle manufacturer.	<input checked="" type="checkbox"/> Warranty Active

CARFAX Title History		Owner 1
CARFAX guarantees the information in this section		
Damage Brands Salvage Junk Rebuilt Fire Flood Hall Lemon		<input checked="" type="checkbox"/> Guaranteed No Problem
Odometer Brands Not Actual Mileage Exceeds Mechanical Limits		<input checked="" type="checkbox"/> Guaranteed No Problem
 GUARANTEED - None of these title problems were reported by a U.S. state Department of Motor Vehicles (DMV). If you find that any of these title problems were reported by a DMV and not included in this report, you may qualify. View Terms		

CARFAX Ownership History		Owner 1
The number of owners is estimated		
Year purchased		2023
Type of owner		Commercial
Estimated length of ownership		5 months
Owned in the following states/provinces		New York
Estimated miles driven per year		
Last reported odometer reading		3,266



Detailed History

Owner 1 Purchased: 2023		Commercial Vehicle
Date	Mileage	Source
07/18/2023	2	New York Inspection Station
		Passed safety inspection -Emissions inspection performed
08/14/2023		New York Motor Vehicle Dept. Brooklyn, NY
		Title issued or updated -Registration issued or renewed -First owner reported -Titled or registered as commercial vehicle -Passed safety inspection
12/08/2023		New York Motor Vehicle Dept. Brooklyn, NY
		Registration issued or renewed -Titled or registered as commercial vehicle -Passed safety inspection
01/19/2024	3,189	Plaza Auto Mall Brooklyn, NY 718-874-9269 2.2 / 5.0 5 Verified Reviews 1 Customer Favorite
		Vehicle offered for sale
01/24/2024	3,266	Acura Certified Dealer Brooklyn, NY Acura Certified Pre-Owned
		Offered for sale as an Acura Certified Pre-Owned Vehicle
02/29/2024		Acura Certified Dealer Brooklyn, NY Acura Certified Pre-Owned
		Sold as an Acura Certified Pre-Owned Vehicle
Have Questions? Consumers, please visit our Help Center at www.carfax.com . Dealers or Subscribers, please visit our Help Center at www.carfaxonline.com .		



Glossary

Commercial
Vehicle was registered for business purposes.

First Owner
When the first owner(s) obtains a title from a Department of Motor Vehicles as proof of ownership.

Ownership History

CARFAX defines an owner as an individual or business that possesses and uses a vehicle. Not all title transactions represent changes in ownership. To provide estimated number of owners, CARFAX proprietary technology analyzes all the events in a vehicle history. Estimated ownership is available for vehicles manufactured after 1991 and titled solely in the US including Puerto Rico. Dealers sometimes opt to take ownership of a vehicle and are required to do so in the following states: Maine, Massachusetts, New Jersey, Ohio, Oklahoma, Pennsylvania and South Dakota. Please consider this as you review a vehicle's estimated ownership history.

Title Issued

A state issues a title to provide a vehicle owner with proof of ownership. Each title has a unique number. Each title or registration record on a CARFAX report does not necessarily indicate a change in ownership. In Canada, a registration and bill of sale are used as proof of ownership.

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3/26/24 7:57:18 AM (CDT)

**Warranty Check™**

CARFAX has estimated the remaining original manufacturer warranty coverage based on information reported to us on this 2023 ACURA TLX SH-AWD TYPE S W/PERF. WHEEL+TIRE (19UUB7F99PA001616).

2023 ACURA TLX SH-AWD TYPE S W/PERF. WHEEL+TIRE

VIN: 19UUB7F99PA001616

Estimated start date of warranty: 07/26/2023

Last CARFAX reading reported on 01/24/2024: 3,266 miles

Today's Date: 03/26/2024

Type of Coverage	Original Warranty	Estimated Remaining Coverage
Basic	48 months or 50,000 miles	40 months or 46,734 miles
Drivetrain	72 months or 70,000 miles	64 months or 66,734 miles
Emissions	48 months or 50,000 miles	40 months or 46,734 miles
Corrosion	60 months or unlimited mileage	52 months or unlimited mileage
Transferable	No data reported to CARFAX	
Roadside	48 months or 50,000 miles	40 months or 46,734 miles
Safety belt & inflatable restraint	180 months or 150,000 miles	172 months or 146,734 miles
Specific Components	48 months or 50,000 miles	40 months or 46,734 miles
Notes	Federal Emission Performance coverage: 4/50,000. California Emission Defect coverage: 4/50,000. California Emission Long Term Defect coverage: 7/70,000. California Emission Performance coverage: 4/50,000. Scheduled Maintenance Program coverage: 2/24,000.	

1 CARFAX Warranty Check provides an estimate of this vehicle's remaining warranty coverage. It does not take into account some vehicle history events such as some title brands that may void the original manufacturer warranty or ownership transfers that may decrease warranty coverage. This warranty information is only valid for vehicles manufactured for the United States. Complete warranty coverage information is available for this vehicle at the ACURA website.

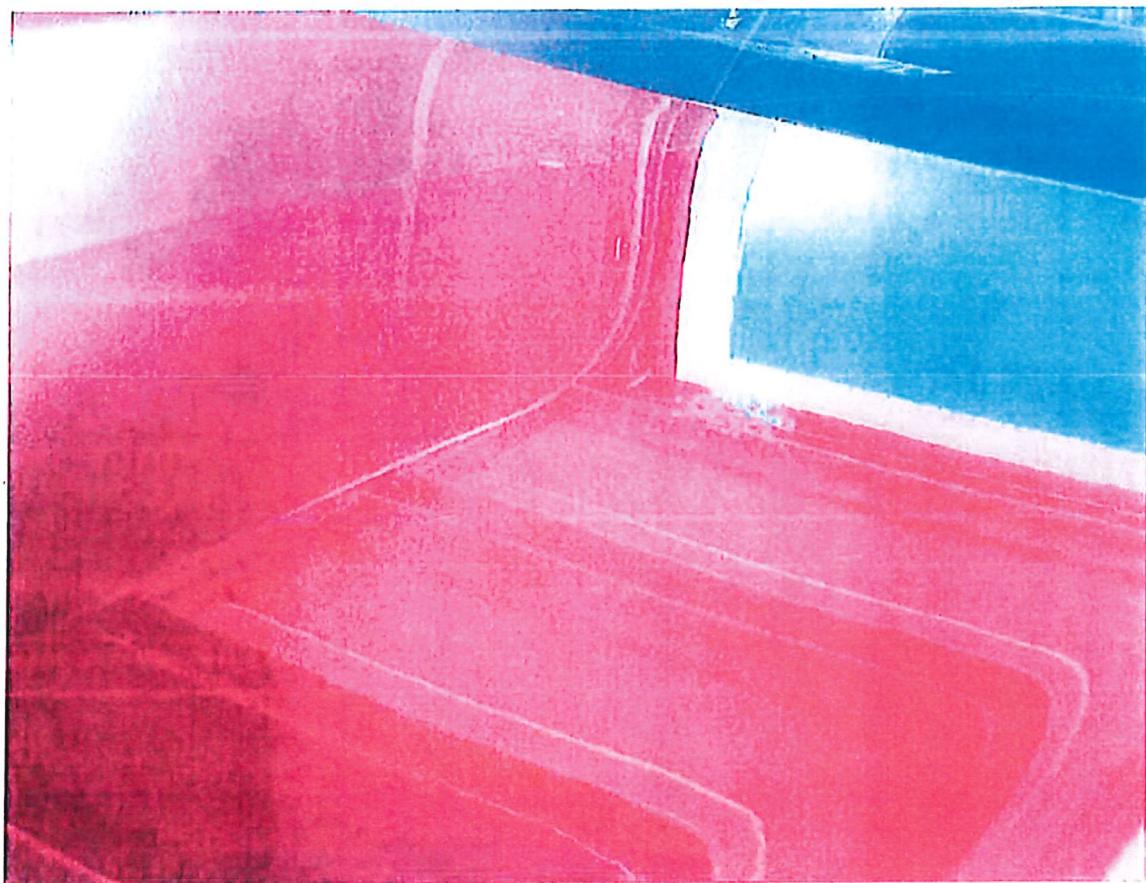
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3/26/24 7:57:18 AM (CDT)

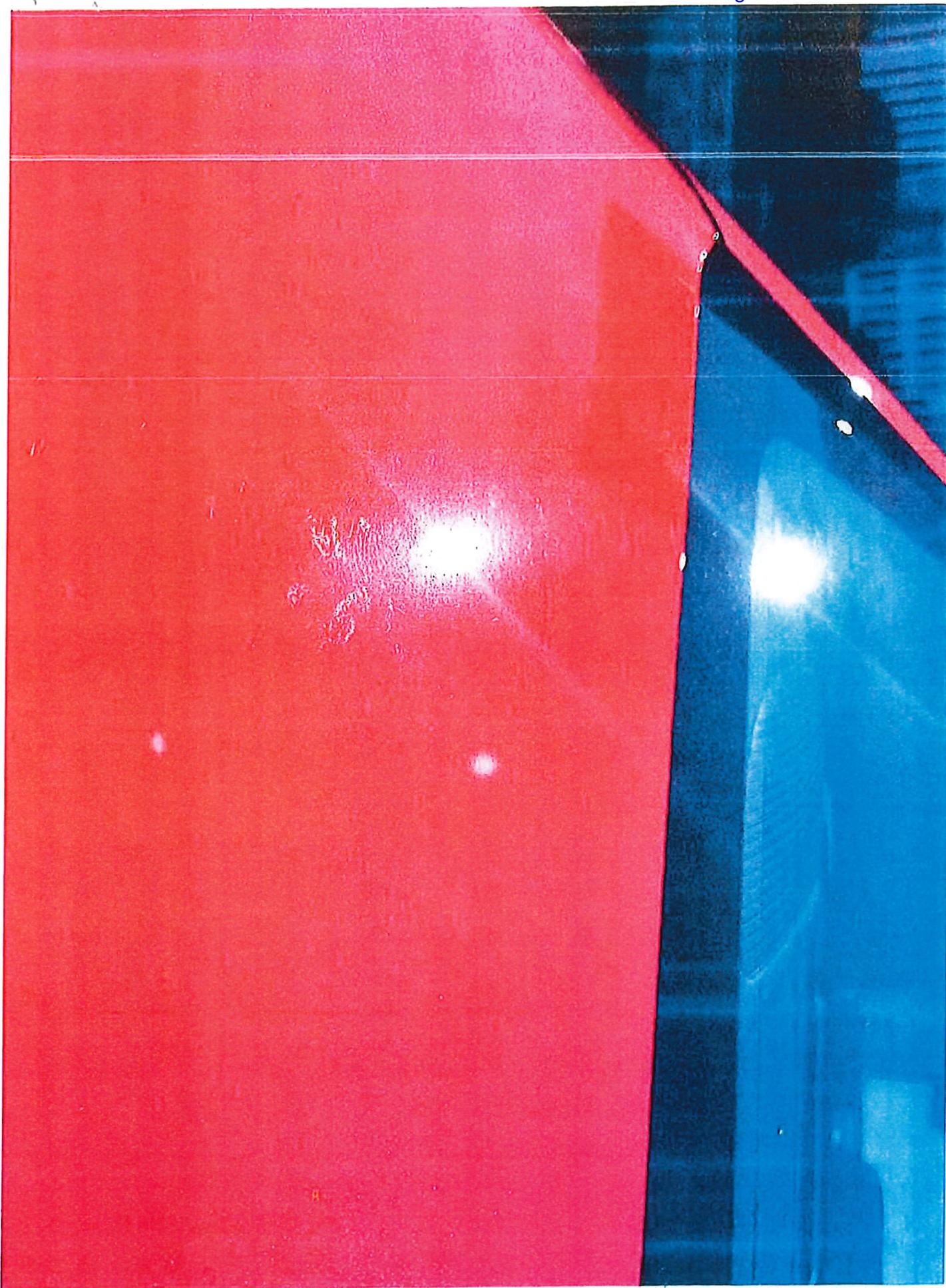
EXHIBIT 6

EXHIBIT 6

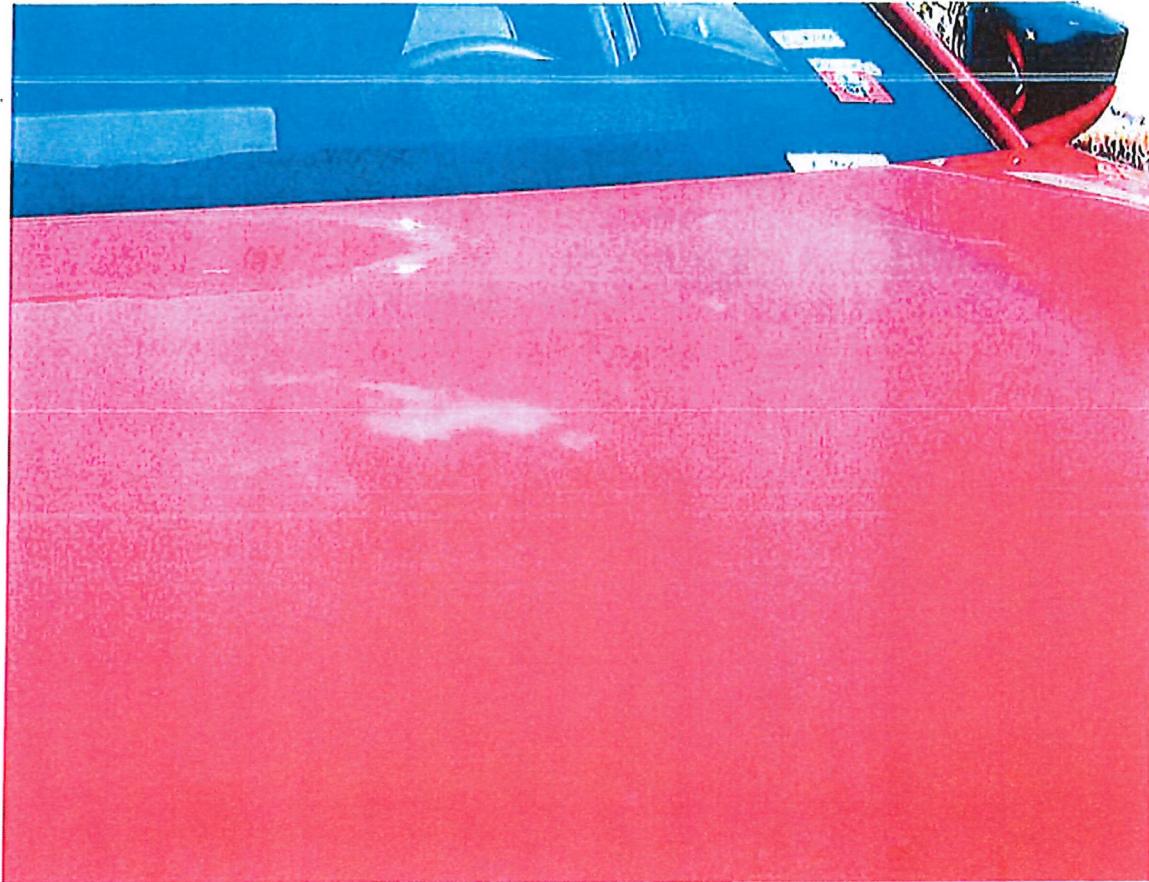
EXHIBIT 6



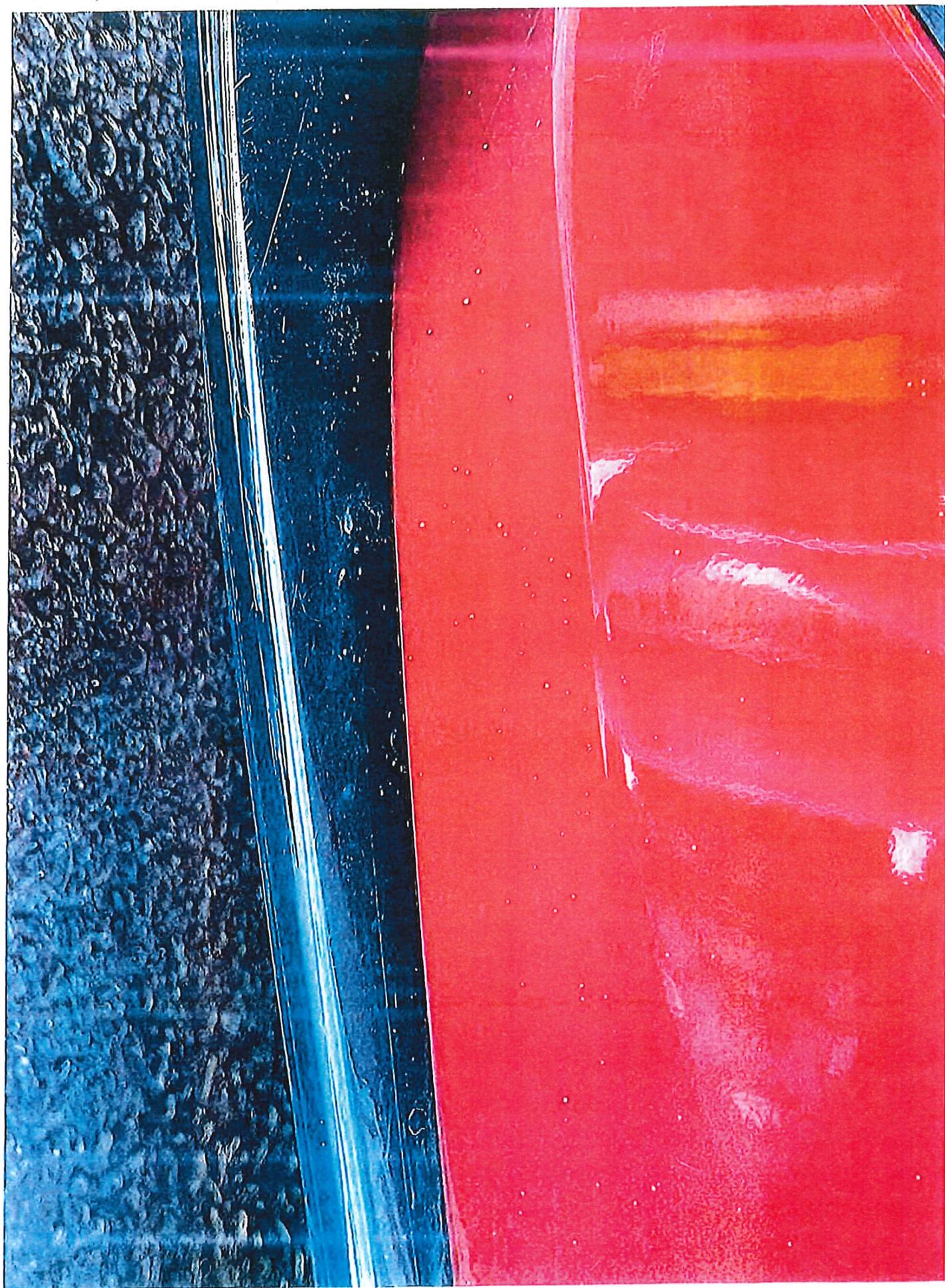












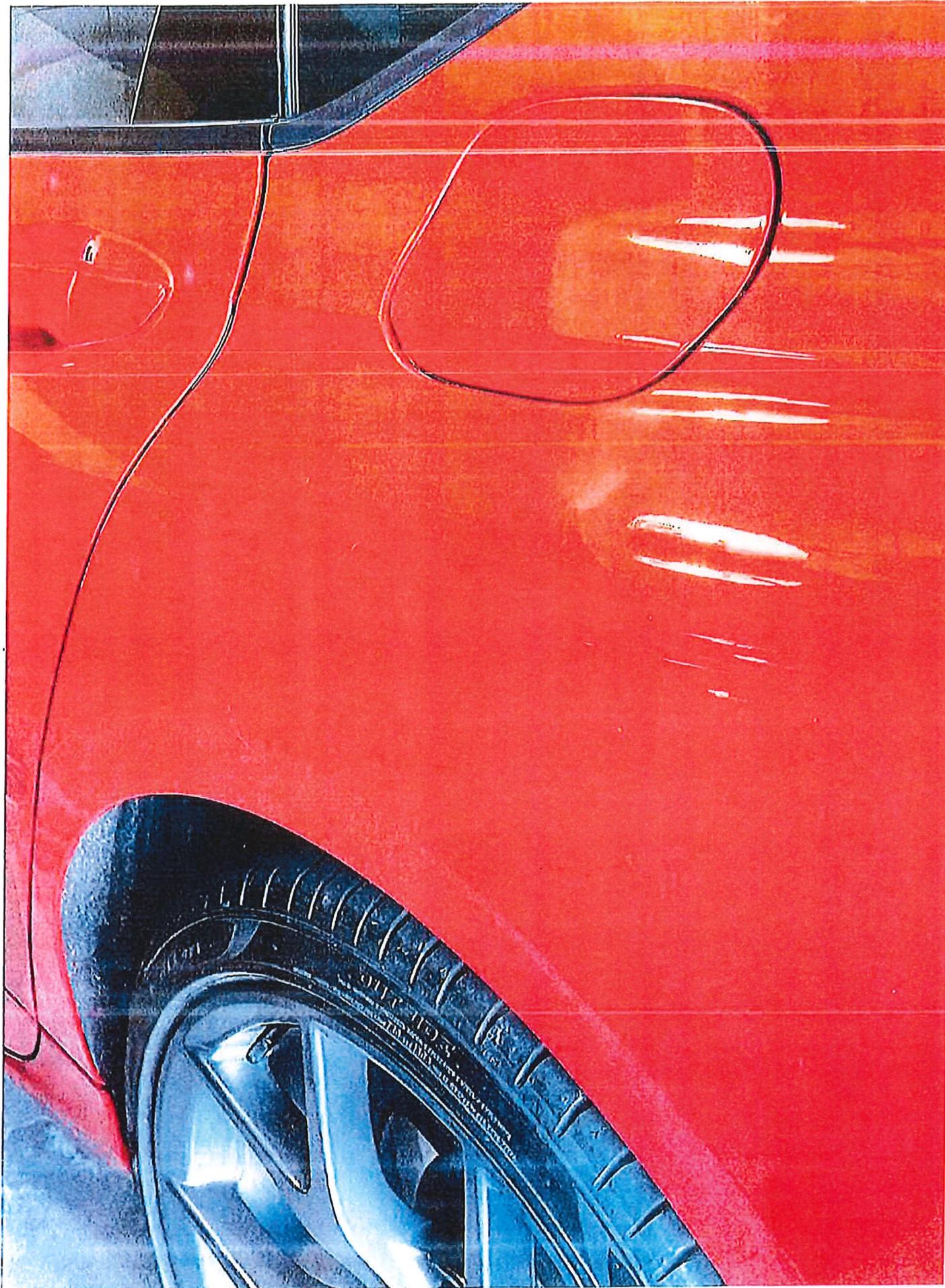


EXHIBIT 7

EXHIBIT 7

EXHIBIT 7

**UNITED STATES
POSTAL SERVICE**

Certificate M

This Certificate of Mailing provides evidence that mail has been presented to USPS®
This form may be used for domestic and international mail.

From: **Bensley Law Offices, LLC**
1500 Walnut Street.
Suite 900
Philadelphia, PA 19102

To: **Brooklyn Aura a/k/a**
Plaza Auto Mall
2751 Nostrand Ave.
Brooklyn, NY 11210

PS Form 3817, April 2007 PSN 7530-02-000-9065

U.S. POSTAGE PAID
FROM LETTER MAIL
PHILADELPHIA, PA
APR 30, 2010
AMOUNT
\$2.00
R2304AN117509-12



RDC 99

Brooklyn Aura a/k/a
Plaza Auto Mall
2751 Nostrand Avenue
Brooklyn, NY 11210

Re: 2023 Acura TLX (VIN: 19UUB7F99PA001616)

Dear Sir or Madam:

This is to notify you that, by this letter, we have canceled the transaction in which we purchased the above-referenced vehicle from you. The cancellation is pursuant to the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. Section 201-7. This was a home-based sale and no written three-day right of cancellation was provided.

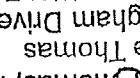
You are required to return to us the entire purchase price paid for the car, including all collateral charges, such as for taxes, registration, and other charges. This refund must be made within 10 days of receipt of this notice.

The car is available for you to pick up, upon payment of the refund, within 20 days from the date of this notice of cancellation.

If you have any questions about this matter, you may contact me at 724-544-7565.

Regards,

Jeff F. Thomas
Jeffery Alan Thomas, II
Julie Renee Thomas
215 Buckingham Drive
Pittsburgh, PA 15237

Pittsburgh, PA 15237
215 Buckingham Drive
Julie Renee Thomas
Jeffrey Alan Thomas, II
Residence: 11 Old House
Signature: 

7565.

If you have any questions about this matter, you may contact me at 724-544-

The car is available for you to pick up, upon payment of the rental, within 2 days from the date of this notice of cancellation.

You are required to return to us the entire purchase price paid for the car, including all collateral charges, such as for taxes, registration, and other charges. This refund must be made within 10 days of receipt of this notice.

This is to notify you that, by this letter, we have canceled the transaction in which we purchased the above-referenced vehicle from you. The cancellation is pursuant to Section 201-7. This was a home-based sale and no written three-day right of cancellation was provided.

Dear Sir or Madam:

Re: 2023 Acura TLX (VIN: 19UUB7F99PAB01616)

Brooklyn, NY 11210
2751 Nostrand Avenue
Plaza Auto Mall
Brooklyn Acura Alfa

VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED

• April 16, 2024

EXHIBIT 8

EXHIBIT 8

EXHIBIT 8



May 1, 2024

Jeffrey & Julie Thomas
215 Buckingham Drive
Pittsburgh, PA 15237

Re: 2023 Acura TLX (VIN# 19UUB7F99PA001616)

Mr. & Mrs. Thomas:

Please accept this letter as a formal reply to your letter of April 16, 2024.

First, to address the claims in the letter, be advised that the 3-day right of rescission (or 'cancellation' in your letter) only applies to door-to-door sales – my client denies that the subject vehicle was sold in such fashion as they have no sales of this kind locally – nor do they do so in Pittsburgh, Pennsylvania.

Secondly, although Plaza Auto prides itself on customer satisfaction, I see no evidence in a review of the deal folder that would indicate any kind of issue with consumer law, New York or Pennsylvania. It is actually evident that not only were you provided with an extremely reasonable and competitive deal – all of the required paperwork from both a legal and in-store compliance standard were followed.

While we appreciate and are responsive to the needs of our clientele, the only 'right of rescission' in this jurisdiction was waived, as the vehicle would have been required to have been left for a 'holding period' of up to two (2) days before being driven off the lot. The vehicle's presence in Pittsburgh indicates that did not occur.

Again, your business is appreciated – and I would be willing to discuss any relevant concerns regarding the transaction or the quality and condition of the vehicle above as delivered. Otherwise, we consider this matter to be resolved regarding your demand of return of said vehicle.

Regards,

A handwritten signature in black ink, appearing to read "Eric L. Keltz".

Eric L. Keltz
Compliance

EXHIBIT 9

EXHIBIT 9

EXHIBIT 9

7/25/24, 12:22 PM

Acura of Brooklyn | Acura Dealer Near Manhattan

Open Today! Service: 7am-7pm Sales: 9am-8pm

ZDX

ACURA | ACURA OF BROOKLYN

NEW 2024 • ACURA ZDX • AWD A-SPEC

OUR LOWEST MONTHLY PAYMENT \$639*
\$5,999 DOWN PAYMENT 36 MONTH LEASE

OUR LOWEST MONTHLY PAYMENT \$759*
\$0 DOWN PAYMENT 36 MONTH LEASE

SHOP

LIVE CHAT

Summer of Performance Event

www.acuraofbrooklyn.com/new-vehicles/new-vehicle-specials-2/

THE PLAZA PROMISE
NO HASSLES • NO HIDDEN FEES • NO PRESSURE • EVER

Vehicle used for illustrative purposes only.

Acura of Brooklyn

Year



Model

How Can We Help You?

7/25/24, 12:22 PM

Acura of Brooklyn | Acura Dealer Near Manhattan



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([/used-vehicles/](#))



([/new-vehicles/new-vehicle-specials/](#))

([/service/schedule-service/](#))

7/25/24, 12:22 PM

Acura of Brooklyn | Acura Dealer Near Manhattan



*Prices do not include destination & handling charge.

*MPG based on model year EPA mileage ratings. Use for comparison purposes only. Your actual mileage will vary, depending on how you drive and maintain your vehicle, driving conditions, battery pack age/condition (hybrid only) and other factors.

 **Get Your New Acura – Your Way**

- Browse Online
- Build Your Deal Online
- Make An Appointment At The Showroom OR
- Get Your New Acura Delivered

7/25/24, 12:22 PM

Acura of Brooklyn | Acura Dealer Near Manhattan



00:30



[SEE HOW IT WORKS \(HTTPS://ACURA.PLAZA.CARS/HOW_IT_WORKS\)](https://ACURA.PLAZA.CARS/HOW_IT_WORKS)

>

7/25/24, 12:22 PM

Acura of Brooklyn | Acura Dealer Near Manhattan



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7/26/24, 12:22 PM

Acura and Pre-Owned Car Dealer | Acura of Brooklyn

At Your Service...

Welcome to Acura of Brooklyn

Acura of Brooklyn is part of the reputable Plaza Auto Mall Group, conveniently located on 2751 Nostrand Ave in the heart of Brooklyn, NY.



Drivers from all over Bay Ridge, Brooklyn, Queens, Bronx, Manhattan, Staten Island, Nassau County, and the surrounding New York areas have been visiting Plaza for decades to find the best offers on new Acura models, Certified Pre-Owned, and used cars from many different automakers at a wide range of price points. Our enthusiastic sales staff and top-trained technicians are dedicated to making sure you have a fun, easy, and financially advantageous automotive experience.

Shop For A New Or Pre-Owned Acura Near Manhattan, NY

When you visit our showroom, you'll find an entire lineup of Acura's new cars and SUV's. You'll also find friendly salespeople who can't wait to share their knowledge with you about popular models like the aggressive and sporty TLX (/new-vehicles/ilx/), the refined RLX (/new-vehicles/rlx/), the smooth-as-silk RDX (/new-vehicles/rdx/), the sleek MDX (/new-vehicles/mdx/), or stylish ILX (/new-vehicles/ilx/).

Purchasing a vehicle is an important decision, and at Plaza you never have to worry about financing your next new, used, or Certified Pre-Owned Acura. Whether you're planning to buy or lease, you can rest assured knowing that Acura of Brooklyn's expert finance team will work diligently to get you the best hassle-free rates and terms.



Expert Auto Service & Genuine Acura Parts Near Queens, NY

We know that your Acura means a lot to you. So, when it's time for regularly scheduled service, maintenance or repairs, our high-tech on-site Service Center (/service/) is staffed with skilled mechanics who will treat your vehicle with the professional care it deserves. Acura of Brooklyn also has an extensive inventory of genuine OEM components available. Whether you plan to do an at-home project or would like us to install them for you, we will happily assist you in getting the proper parts for the repair. The Acura of Brooklyn Service Department's main goal is to get your Acura back on the city streets in excellent shape as quickly as possible.

From our lot to your driveway, we go out of our way to make sure you ride away in the perfect vehicle that suits your driving tastes, budget, and lifestyle.

Stop by our dealership today, at 2751 Nostrand Ave, to learn more about us and what we can do to simplify your car buying experience.

In the meantime, feel free to call us to schedule a test drive, browse our new Acura inventory, inquire about financing or contact us with any questions or concerns. We look forward to meeting you!

Acura of Brooklyn is located at: 2751 Nostrand Ave • Brooklyn, NY 11210

Enter Your Starting Address

(<https://www.acuraofbrooklyn.com>)

7/25/24, 12:22 PM

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Acura of Brooklyn Staff | Acura Dealer Near Queens

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Staff

Sales



Plaza AUTO MALL

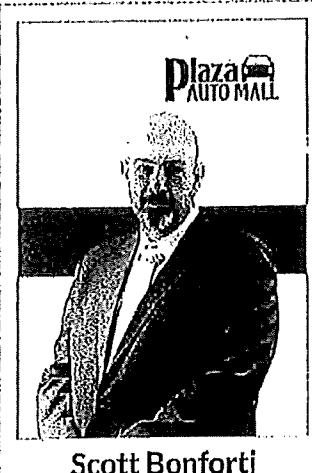
Live Chat

Salvatore Daleo
Sales Manager



Plaza AUTO MALL

Ewa Wojcicki
Sales Manager



Plaza AUTO MALL

Scott Bonforti
Director, Pre-Owned Vehicles



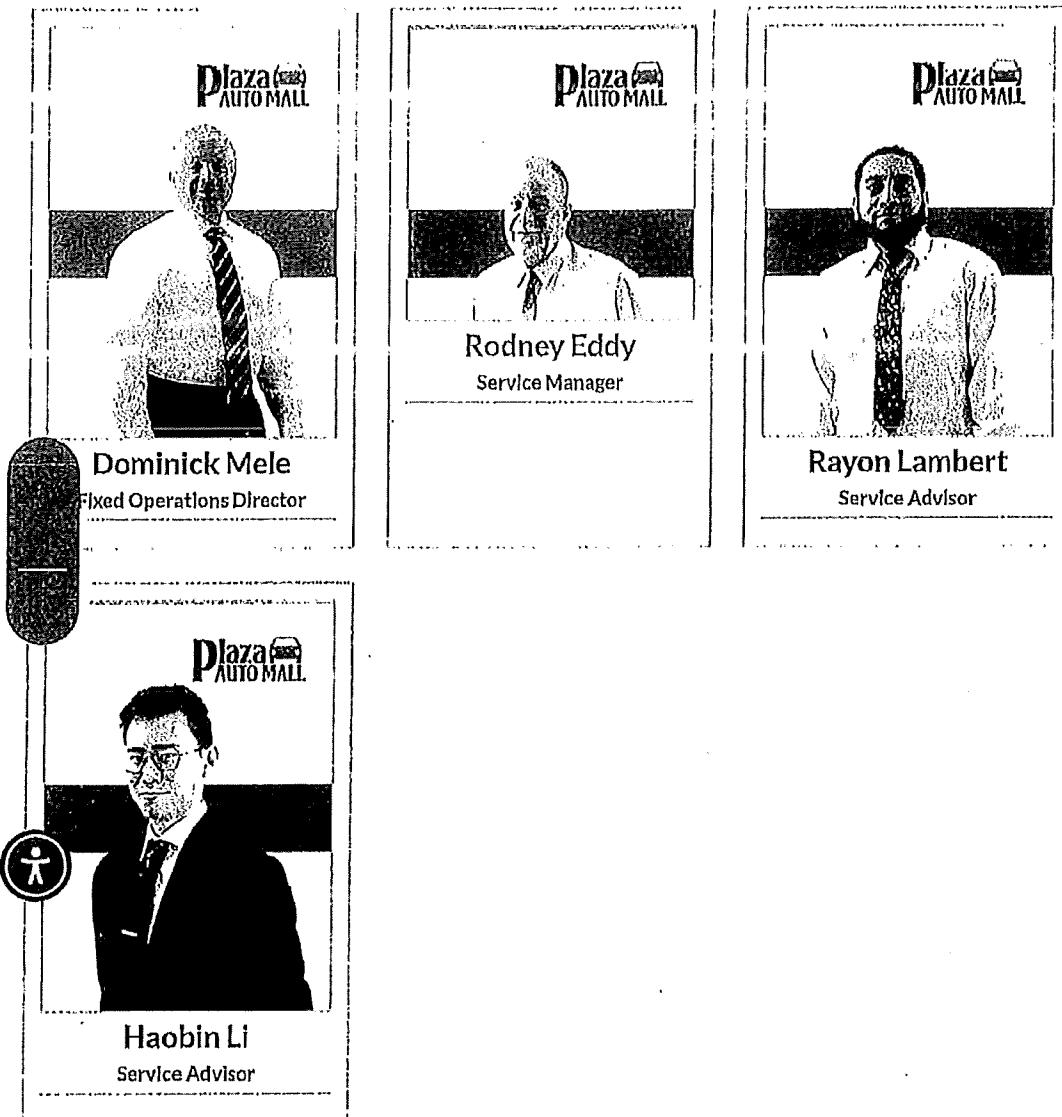
Plaza AUTO MALL

Ornah Corcino
Manager, Pre-Owned Vehicles

7/25/24, 12:22 PM

Acura of Brooklyn Staff | Acura Dealer Near Queens

Service



7/25/24, 12:22 PM

Acura of Brooklyn Staff | Acura Dealer Near Queens

Dealership Info **Phone Numbers:****Main:**

347-554-6350 (tel:3475546350)

Sales:

347-554-6350 (tel:3475546350)

Service:

347-334-6090 (tel:3473346090)

Parts:

347-334-6040 (tel:3473346040)

 Service Hours:**Special Hours**

4th of July

Closed

Regular Hours

Mon - Fri

8:00 AM - 7:00 PM

Sat - Sun

Closed

 Parts Hours:**Special Hours**

4th of July

Closed

Regular Hours

Mon - Fri

8:00 AM - 5:00 PM

Sat

8:00 AM - 5:00 PM

Sun

Closed

 Sales Hours:**Special Hours**

4th of July

9:00 AM - 3:00 PM

Regular Hours

Mon - Thu

9:00 AM - 8:00 PM

Fri - Sat

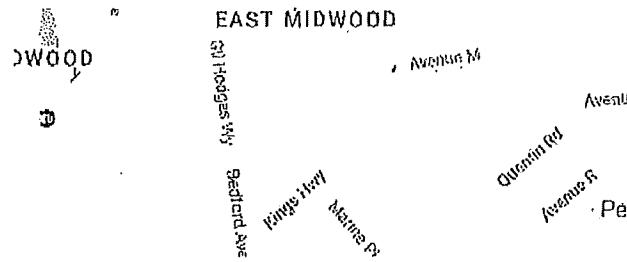
9:00 AM - 7:00 PM

Sun

11:00 AM - 5:00 PM

7/25/24, 12:22 PM

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Auto Service, Oil Change & Car Maintenance near Queens

Service Center



Acura of Brooklyn Auto Repair & Service

⌚ Open Today! Service: 7am-7pm

📞 Call us at: 347-334-6090

We have a team of qualified service technicians standing by to help you with any of your service related needs. From oil changes, tire rotations, brake pads or transmission problems, we've got trained technicians who are able to help.

Please use the buttons below to schedule service at our dealership or contact our Service Department. You can also call us at 347-334-6090.



Acura of Brooklyn is located at: 2751 Nostrand Ave • Brooklyn, NY 11210

Enter Your Starting Address

(<https://www.acuraofbrooklyn.com>)

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7/25/24, 12:23 PM

Auto Service, Oil Change & Car Maintenance near Queens



7/25/24, 12:23 PM

Auto Body Shop and Car Repair | Acura of Brooklyn

Plaza Body Shop



Welcome to the Plaza Body Shop

Located on the same block as the Plaza service and sales departments, the Plaza Body Shop is the number one Dealer Preferred Collision Repair Center in New York. Our trained staff not only understands the bond between a vehicle and its owner but also the frustration that sets in upon discovering any bodily damage that has resulted from a collision. That's why we make it our top priority to ensure that each damaged vehicle returns completely revitalized in a timely fashion.

From a mild fender bender to a more serious car crash, the Plaza Body Shop has your back! Our phenomenal staff of trained professionals operates closely with insurance companies, as well as the service and parts departments, to get your vehicle back on the road. Need a boost? The Plaza team has got you covered. For your convenience, we offer our customers 24/7 towing services. Your satisfaction guaranteed!



The Leader in Car Collision Repairs

The Plaza Body Shop is the best place to bring your car to be restored, no matter the make or model! We transform your unfortunate circumstance into a stress-free and positive experience. We repair all makes and models! Put us on speed dial! We use state-of-the-art equipment and manage 100% of your claim. We use downdraft spray booths, frame, and unibody chassis machines, laser wheel alignment machines for airbag, engine and transmission problems. We also use factory urethane and water-based paint systems all in an effort to bring your car to a nearly new condition. Schedule your service online or call us to become one step closer to revitalizing your vehicle today!

Collision Checklist:

1. Stay calm and call 911 immediately, even if no one was hurt.
2. Exchange the following information with the other driver:
 - Name
 - Address
 - Phone Number
 - Email Address
 - Driver's License Number
 - Insurance Company
 - Policy Number
3. Jot down as much as you can about the accident while it's fresh in your mind.
4. Call our Plaza Body Shop. Do not take any quick-fix offers. We're aware of the proper procedures and have formed great relationships with many insurance providers.
5. Have your vehicle towed in/driven in to 2699 Nostrand Ave, Brooklyn, NY 11210 after the police have arrived and completed their police report.
6. Call your insurance company to file a claim.

Meet Our Team

7/25/24, 12:23 PM

Auto Body Shop and Car Repair | Acura of Brooklyn



With nearly 40 years of experience in automotive restoration, the Plaza Body Shop remains a trusted facility for car owners in need. When you have problems, we provide solutions. Our expert employees will have you back behind the wheel faster than anybody else with the confidence of knowing your vehicle was touched by trusted hands.

Contact Our Body Shop

First Name*

Last Name*

Phone

Email*

How Did You Hear About Us

Please Select

Inquiry*

Terms and Conditions

I agree to receive promotional messages sent via an autodialer, and this agreement isn't a condition of any purchase. I also agree to the Terms of Service (<https://app2.simpletexting.com/web-forms/terms/64fa40eee049c95fcc8edf78>) and Privacy Policy (<https://app2.simpletexting.com/web-forms/privacy-policy/64fa40eee049c95fcc8edf78>). 4 Msgs/Month. Msg & Data rates may apply.

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Auto Body Shop and Car Repair | Acura of Brooklyn



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7/25/24, 12:23 PM

Precision Certified Vehicles for Sale In Brooklyn | Acura of Brooklyn

 Search Inventory

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2 Vehicles for Sale in Brooklyn, NY



Live Chat



Certified Used 2021

Acura RDX A-Spec Package

[\(https://www.acuraofbrooklyn.com/inventory/certified-used-2021-acura-rdx-a-spec-package-awd-4d-sport-utility-5j8tc2h67ml046469/\)](https://www.acuraofbrooklyn.com/inventory/certified-used-2021-acura-rdx-a-spec-package-awd-4d-sport-utility-5j8tc2h67ml046469/)

2800 Nostrand Ave | (718) 577-CARS

[\(https://www.acuraofbrooklyn.com/inventory/certified-used-2021-acura-rdx-a-spec-package-awd-4d-sport-utility-5j8tc2h67ml046469/\)](https://www.acuraofbrooklyn.com/inventory/certified-used-2021-acura-rdx-a-spec-package-awd-4d-sport-utility-5j8tc2h67ml046469/)

Certified Used 2022

Acura MDX A-Spec

[\(https://www.acuraofbrooklyn.com/inventory/certified-used-2022-acura-mdx-a-spec-awd-4d-sport-utility-5j8ye1h09nl031883/\)](https://www.acuraofbrooklyn.com/inventory/certified-used-2022-acura-mdx-a-spec-awd-4d-sport-utility-5j8ye1h09nl031883/)

2800 Nostrand Ave | (718) 577-CARS

[\(https://www.acuraofbrooklyn.com/inventory/certified-used-2022-acura-mdx-a-spec-awd-4d-sport-utility-5j8ye1h09nl031883/\)](https://www.acuraofbrooklyn.com/inventory/certified-used-2022-acura-mdx-a-spec-awd-4d-sport-utility-5j8ye1h09nl031883/)

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Precision Certified Vehicles for Sale in Brooklyn | Acura of Brooklyn

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NEXT >

Customer: Price does not include sales tax, registration, titling, dealer doc fee of \$175 and any other state or local taxes or fees based on where the vehicle will be registered

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Certified Pre-Owned 2021 Acura RDX A-Spec Package 4D Sport Utility In Brooklyn #K3010PL | Acura of Brooklyn



2800 Nostrand Ave | (718) 577-CARS



CERTIFIED PRE-OWNED 2021 Acura RDX A-Spec Package
VIN: 5J8TC2H67ML046469 STOCK: K3010PL

PLAZA PRICE
[\\$34,392](#)
[Details](#)

\$34,392 (<https://www.acuraofbrooklyn.com/inventory/certified-used-2021-acura-rdx-a-spec-package-awd-4d-sport-utility-5j8tc2h67ml046469/>)

[Buy Online](#)

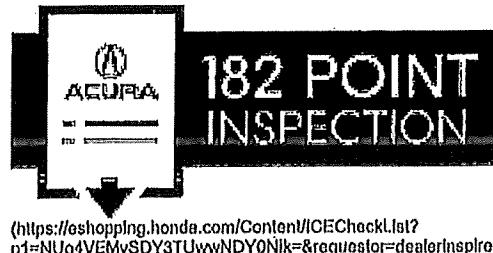
Get Pre-Approved (<https://www.acuraofbrooklyn.com/finance/apply-for-financing/>)

[Get More Info](#)

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Basic Info

Drivetrain:	AWD
Transmission:	10-Speed Automatic
Engine:	2.0L 16V DOHC
Fuel Efficiency:	21 CITY / 26 HWY
Mileage:	18,825



Key Features



AWD



ANDROID AUTO



APPLE CARPLAY



BACKUP CAMERA



FOG LIGHTS



HEATED SEATS



KEYLESS ENTRY



MEMORY SEATS



MOONROOF



POWER LIFTGATE



POWER SEATS



PREMIUM AUDIO

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Payment Options

CASH

\$34,392[Buy Online](#)

Other Vehicles You May Like



2000 Nostrand Ave | (718) 577-CARS

2021 Acura RDX Technology Package
\$29,913

<https://www.acuraofbrooklyn.com/inventory/used-2021-acura-rdx-technology-package-awd-4d-sport-utility-5j8tc2h58ml048559>



2000 Nostrand Ave | (718) 577-CARS

2021 Acura RDX Technology Package
\$32,274

<https://www.acuraofbrooklyn.com/inventory/used-2021-acura-rdx-technology-package-awd-4d-sport-utility-5j8tc2h55ml017107/>



2000 Nostrand Ave | (718) 577-CARS

2021 Acura RDX A-Spec Package
\$35,504

<https://www.acuraofbrooklyn.com/inventory/used-2021-acura-rdx-a-spec-package-awd-4d-sport-utility-5j8tc2h60ml047825/>

Customer Reviews

Overall Rating
4.8
OUT OF 5



Based on 45 customer reviews



<https://www.cars.com/research/acura-rdx-2021/consumer-reviews>

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Certified Pre-Owned 2021 Acura RDX A-Spec Package 4D Sport Utility in Brooklyn #IK3010PL | Acura of Brooklyn
Read all customer reviews on Cars.com (<https://www.cars.com/research/acura-rdx-2021/consumer-reviews>)

Get Directions

[Get Directions](#)

to 2751 Nostrand Ave - Brooklyn, NY 11210

[Get Directions](#)

Contact Us

[\(347\) 654-6350 \(tel:+13476546950\)](#)

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CERTIFIED
PRE-OWNED VEHICLES

182-Point Inspection Checklist

Dealer Name: Acura of Brooklyn

Dealer #: 251069

Vehicle Information

Year: 2021 Model: RDX VIN: 5J8tc2h67ml046469

Mileage: 3798 Color:

Stock #: K3010PL Repair Order #: 413188

182-Point Inspection Checklist

 CERTIFIED
ACURA

VIN Verification

1. Vehicle History Report (VHR cannot have any conditions listed to the right)
2. VIN Status Inquiry (All open campaigns/recalls must be completed)
3. VIN Plates (All VIN plates must match engine compartment, door/jamb and dash)
4. HiMVSS and Tire Label (Both labels must be on the driver-side B-pillar)

Unibody

5. Frame (Carefully inspect the vehicle for any prior structural damage)

After-Market Accessories/Modifications

6. After-Market Accessories (Inspect vehicle for any after-market components)
(Only Genuine Acura Factory accessories or accessory kits are acceptable on
Acura Certified Pre-Owned Vehicles)

Front Interior

MEETS STANDARDS: YES NO N/A

7. Key Remotes (Unlock, lock and panic buttons)
8. Keyless Access System (Driver door button – unlock/lock)
9. Ignition Switch/Engine Start Button (Engine starts)
10. ECON Button (Operation – displays on dash)
11. Remote Engine Start (Operation)
12. Door Chime (Operation)
13. Instrumentation (All indicators illuminate "ON" position)
14. Dash (Condition, instrument panel, light and brightness)
15. Temperature/Fuel Gauge (Operation and needles)
16. Speedometer/Tachometer (Operation, needles and RPMs)
17. Clock (Operation and display)
18. Compass (Operation and display)
19. Horn (Operation)
20. Steering Wheel (Condition, tilt, telescopic and lock mode)
21. Steering Wheel-Mounted Controls (Operation)
22. Windshield Wipers/Washers (Aim, pressure – front/rear)
23. Shifter (Check all shifting points – MT or AT)
24. Backup/Parking Sensors (Operation only – front/rear)
25. Parking Brake (Engages and displays on dash)
26. Hood Release (Operation)
27. Trunk/Tailgate/Hatch Release (Operation)
28. Fuel Door Release (Operation)
29. Carpet (Condition – must be clean and free of damage)
30. Floor Mat Retention Hooks (Secure floor mats properly)
31. Center Console (Condition – opens, closes and locks)
32. Glove Box (Condition – opens, closes and locks)
33. Beverage Holders (Condition – must be clean)
34. Coin Holder (Condition – must be clean)
35. Armrest/Side Pockets (Condition – must be clean)
36. Seats (Upholstery condition, operation and tracks)
37. Seat Heaters (Operation and heating performance)
38. Seat Belts (Belts, buckles, latches and retraction)
39. Headrests (Adjustment – up/down)
40. Windows (Operation – noise, speed, full travel and glass)
41. Front Doors (Operation, trim, panels, handles, latches, locks)
42. Side Mirrors (Condition, operation, side-view camera – if applicable)
43. Side Mirror Blinkers (Condition and operation)
44. Rearview Mirror (Operation, auto-dimming – if equipped)
45. Headliner (Condition – must be clean and free of damage)
46. Sunglasses Holder (Condition – opens/closes)
47. Sunroof/Shade/Glass (Condition and operation)
48. Sun Visors/Mirrors (Condition – flip up, down/sideways)
49. Courtesy/Map Lights (Condition and operation)
50. AC/Heater/Defroster (Operation and vent outlets)
51. AM/FM/XM Radio (Operation, display, control panel, speakers) ...
52. Multimedia (CD player, USB port and MP3 auxiliary jack)
53. Hard Disk Drive (Clear all previously stored data)
54. On Demand Multi-Use Display™ – ODMD™ (Operation and display)
55. AcuraLink® (Operation – check subscription status)
56. Bluetooth® Streaming Audio (Operation – must pair with phone) ...
57. Bluetooth® HandsFreeLink® (Perform voice commands – must pair
with phone)
58. Navigation System (Operation, display, clear all stored data)
59. Multi-Angle Rearview Camera (Operation and display)
60. DVD Player (Operation and control panel)

Comments:

MEETS STANDARDS: YES NO N/A

VEHICLES REPORTED WITH THE FOLLOWING ARE NOT ELIGIBLE FOR

CERTIFICATION:

- Odometer Rollback
- Not Actual Mileage
- Exceeds Mechanical Limits
- Manufacturer Buyback
- Hall/Fire/Flood Damage
- Dismantled/Reconstructed
- Branded/Junked/Salvaged Title
- Airbag Deployment/Gray Market

MEETS STANDARDS: YES NO N/A

VEHICLES WITH UNIBODY DAMAGE ARE NOT ELIGIBLE FOR CERTIFICATION
Report any visible signs of unibody damage to the Service Manager.

MEETS STANDARDS: YES NO N/A

VEHICLES WITH AFTER-MARKET ITEMS ARE NOT ELIGIBLE FOR CERTIFICATION
Non-OEM glass is acceptable only if it meets ACPV program standards. Refer to
the certified program standards on page 4 of this checklist.

Rear Interior

MEETS STANDARDS: YES NO N/A

61. Rear Entertainment System (Operation, screen display and audio)
62. Carpet (Condition – must be clean and free of damage)
63. Floor Mat Retention Hooks (Secure floor mats properly)
64. Beverage Holders (Condition – must be clean)
65. Armrest/Side/Seat Pockets (Condition – must be clean)
66. Seats (Upholstery condition, operation and tracks)
67. Seat Heaters (Operation and heating performance)
68. Seat Belts (Belts, buckles, latches, anchors and retraction)
69. Headrests (Adjustment – up/down)
70. Windows (Operation – noise, speed, full travel and glass)
71. Integrated Sunshades (Operation – up/down/hook properly)
72. Power Rear Sunshade (Operation and condition)
73. Rear Doors (Operation, trim, panels, handles, latches, locks)
74. Dome/Map Lights (Condition and operation)
75. Cargo Light (Condition and operation)
76. Cargo Privacy Cover (Retracts and hooks properly)
77. Cargo/Luggage Compartment (Condition – must be clean)

Comments:

Front Exterior

MEETS STANDARDS: YES NO N/A

78. Windshield Glass (Cracks, chips, pits, scratches, antenna)
79. Windshield Wiper Blades/Arms (Condition and operation)
80. Hood (Paint finish and quality)
81. Acura Emblem (Condition – missing or damaged)
82. Grille (Condition)
83. Front Bumper (Paint finish and quality)
84. Front Fenders (Paint finish and quality)
85. Headlights/Lenses (Condition and operation – moisture)
86. Fog Lights/Lenses (Condition and operation)
87. Daytime Running Lights/Lenses (Condition and operation)
88. Turn Signal Lights/Lenses (Condition and operation)
89. Front Doors (Paint finish and quality)
90. Side Mirrors (Paint finish and quality)
91. Roof (Paint finish and quality)

Comments:

Rear Exterior

MEETS STANDARDS: YES NO N/A

92. Windshield Glass (Cracks, chips, pits, scratches)
93. Windshield Wiper Blade/Arm (Condition and operation)
94. Trunk/Tailgate/Hatch (Paint finish, quality – tailgate button)
95. Acura Emblems (Condition – missing or damaged)
96. Brake Lights/Lenses (Condition and operation)
97. Taillights/Lenses (Condition and operation – moisture)
98. Backup Lights/Lenses (Condition and operation)
99. Turn Signal Lights/Lenses (Condition and operation)
100. Emergency Lights/Lenses (Condition and operation)

EXHIBIT 10

EXHIBIT 10

EXHIBIT 10

ACURA PREFERRED PRE-OWNED VEHICLES



STANDARDS

MECHANICAL STANDARDS

- All systems and components must be present and operate within Acura new vehicle specifications.
- All accessories and optional equipment must be present and operate within Acura new vehicle specifications.
- All maintenance services must have been performed as/when scheduled per Acura specifications using approved Acura parts. Documentation is required.
- Body/chassis Integrity must meet Acura new vehicle standards with no squeaks, rattles, loose or missing components, or rust or corrosion.
- Maintenance/Wear Items Minimum Specifications:
 - Engine Drive Belts—No excessive wear or deterioration.
 - Engine Coolant Hoses—No signs of cracking or excessive deterioration.
 - Engine Filters—Air, fuel, emissions, and all other filters replaced as scheduled.
 - Battery—Correct size and type, meets normal operation standards.
 - Brakes—Retain more than 50% of their useful life.
 - Tires—No damage or uneven wear; matching brand and type; correct speed/load rating; minimum 4/32 tread depth in all areas, balanced.
 - Alignment—No pulling, wandering, or other out-of-alignment conditions (4 wheels).
 - Exhaust System—All components present, no leaks or excessive deterioration.
 - Wiper Blades—Must wipe the windshield clean without streaks or gaps.

APPEARANCE STANDARDS

EXTERIOR:

- Body Integrity—No dents, cracks, missing or loose components/moldings/trim, or evidence of rust-through.
- Body Finish—No surface scratches, deep scratches, paint chips, or significant environmental fallout or acid rain etching or stains within guidelines;
 - All painted surfaces—Repair/touch-up:
 - Environmental fallout or acid rain etching or stains.
 - Surface scratches greater than 1.0 inch.
 - Dings or dents that cannot be covered by a dime.

- Any finish damage that penetrates to the base metal.
- All surface rust or corrosion.

Bumpers—Repair/touch-up:

- Surface scratches greater than 4.0 inches.
- Dings or dents that cannot be covered by a quarter.
- Any finish damage that penetrates to the base metal.

— Bright Metal Trim—No dents, cracks, pitting, discoloration or rust.

— Moldings/Trim—No gouges, significant scrapes or scratches.

— Glass—No cracks, scratches, chips, or significant pitting.

— Wheels/Wheel Covers—No visible scuffs, gouges, rust, corrosion or pitting.

— Underhood—No missing or broken components, rust or significant corrosion, peeling or missing emblems or instruction stickers.

INTERIOR:

- Overall: No missing or loose components.
- Seats/Door Panels—No tears, cuts, rips, burns, cracks, stains, significant wear or fading.
- Carpets—No cuts, rips, visible burns, stains, significant wear or fading. All mats must be replaced (except current year models).
- Dash/Controls—No cracks, scratches, burns, stains or fading. Damaged or missing buttons, switches, etc. must be replaced.
- Luggage Compartment—No cuts, rips, visible burns, stains, significant wear or fading.
- Other (Headliner, Visors, Package Shelf, etc.)—No cuts, rips, stains, burns, significant wear or fading.
- Odors—No objectionable odors such as tobacco smoke, mold/mildew, heavy scents, etc.

The Service Team is responsible for the important first step of the Acura Preferred Pre-Owned Vehicle process. Your professionalism and attention to detail are vital to meeting and exceeding your clients' high expectations.

ACURA PREFERRED PRE-OWNED VEHICLES



INSPECTIONS

— All services are to be performed to the same high standards you use for your new car clients. Approved Acura parts, fluids and chemicals are required to ensure quality.

— All lacking or unconfirmed scheduled maintenance tasks and those due within the next 2,500 miles/3 months are to be performed. Record all related Repair Order numbers on the appropriate forms.

Each Acura Preferred Pre-Owned Vehicle is to receive the following service:

OIL & FILTER CHANGE—This is to be performed, unless you can document that it was done within the last 2,500 miles/3 months, by an authorized Acura dealer. All Acura Preferred vehicles must have an approved Acura oil filter. If other than an approved Acura filter was used, it must be replaced.

MAJOR LUBRICATION SERVICE—Using the appropriate lubricants, lubricate:

- Hood hinges, latch, striker, release cable
- Luggage compartment hinges, latch, striker
- Door hinges, pawls, latches, strikers
- Key cylinders for doors, trunk, glove compartment, console
- Sun/moon roof mechanisms and tracks
- Pivots and mechanisms for throttle, brake, parking brake
- Weatherstrips and seals for doors, trunk, windows
- Glove compartment and console latches and hinges
- Seat tracks and pivots
- Transmission shift linkage
- Top off all fluids:
 - Power steering
 - Brake (Including ABS)
 - Transmission
 - Differential (If separate)
 - Coolant
 - Windshield washer
- Check/adjust tire pressure (Including spare)
- Conditioning is performed last in the servicing sequence to ensure that the vehicle is as clean as possible when it's delivered to Sales.

Each Acura Preferred Pre-Owned Vehicle is to receive the following conditioning service:

EXTERIOR:

- Engine/compartment shampoo
- Underhood/engine paint touch-up (clear coating is discouraged)
- Hand-wash
- Finish touch-up
- Buffing (as appropriate)
- Finish cleaning
- Finish sealing (wax or sealant)
- Detailing (remove wax/cleaner residue from seams, emblems, etc.)
- Wheel and tire cleaning/sealing (appropriate to wheel/wheel cover finish)

INTERIOR:

- Seats and door trim clean/shampoo
- Carpet shampoo (and installation of all new mats, except on current model year vehicles)
- Instrument panel and console clean and detailed
- Ash trays clean and shampoo
- Headliner, visors, and package shelf clean and shampoo (as appropriate)
- Protective finish applied to all vinyl and leather surfaces
- Protective sealer applied to all fabric surfaces, carpet and mats
- Windows clean inside and out
- Luggage compartment clean and shampoo
- Interior odors removed (if appropriate)
- Once all appearance services and repairs have been completed, route the vehicle and documentation back to the Service Coordinator.



ACURA

Customer Satisfaction Survey

Thank you for purchasing an Acura Preferred Pre-Owned

Acura is committed to providing you with an automobile built according to the highest standards and backed by a dealer network that is second to none. To ensure that we are meeting your expectations, I am asking for your help.

Please complete the enclosed Customer Satisfaction Survey and return it in the pre-addressed, postage-paid envelope. This survey is designed to provide us with valuable feedback regarding your Acura and your Acura dealer.

Your opinion is very important to us. Only you can provide us with the first-hand information we need for continuous improvement of Acura automobiles and the Acura Ownership Experience. We welcome any other comments you might have.

If you have any questions or need assistance, please contact your local Acura dealer, or call Acura Customer Service at 1-800-382-2238.

Thank you again for purchasing an Acura Preferred Pre-Owned automobile and welcome to our growing family of Acura Owners.

Sincerely,

Richard B. Brown

Richard B. Thomas
Executive Vice President, Acura Division

P.S.

Our records indicate that a **sold by**
with Vehicle Identification Number (VIN*) **has been registered to you.**

If any of this information is incorrect, please make changes.

Check here and return if you did not purchase or lease this car.

*Your Vehicle Identification Number is found on your bill of sale, title or insurance papers. It can also be found by looking at your dashboard through the windshield on the driver's side.

182-Point Inspection Checklist
 | CERTIFIED
ACURA
TECHNICIAN
Rear Exterior Continued

MEETS STANDARDS: YES NO N/A

101. License Plate Brackets/Light (Condition and operation)
 102. Emergency Flashers/Reflectors (Condition and operation)
 103. Backup/Parking Sensors (Condition only – front/rear)
 104. Rear Bumper (Paint finish and quality)
 105. Rear Fenders/Quarter Panels (Paint finish and quality)
 106. Rear Doors (Paint finish and quality)
 107. Exhaust(s) (Condition – loose or damaged)
 108. Fuel Door/Cap (Fuel door and cap operation – if applicable)

Comments:

Under Hood/Fluids

MEETS STANDARDS: YES NO N/A

109. Hood Support/Prop Rod (Condition – holds hood up)
 110. Hood Support Struts (Hold hood up)
 111. Engine Compartment (Condition – must be clean)
 112. Engine Valve Train (Excessive or abnormal noise)
 113. Engine Mounts (Condition – cracks/tears in the rubber)
 114. Engine (Condition, operation, fluid level and leaks)
 115. Transmission Mount (Condition – bracket, rubber bushing)
 116. Transmission (Operation – MT or AT, fluid level and leaks)
 117. Clutch Master Cylinder (Operation and leaks)
 118. Brake Master Cylinder/Booster (Fluid level and leaks)
 119. Brake System (Operation and leaks)
 120. 12-Volt Battery (Condition and load test)
 121. High-Voltage Battery (Diagnostic Trouble Codes [DTCs])
 122. Alternator (Belt condition, tension and charge)
 123. Water Pump (Noise and leaks)
 124. Fuel Injectors (Condition – fuel lines and hoses)
 125. Radiator (Leaks and damage)
 126. Coolant Recovery Tank (Condition, fluid level and leaks)
 127. Cooling Fan (Operation – run engine until fan turns on)
 128. Coolant Hoses (Condition and leaks)
 129. AC Condenser (Corrosion and damage)
 130. AC Compressor (Proper cycling, belt condition and tension)
 131. Power Steering (Belt condition, tension, fluid level and leaks)
 132. Electric Power Steering (Operation)
 133. Differential Fluid (Check level and leaks)
 134. Washer Fluid (Check level and leaks)

Comments:

Under Vehicle

MEETS STANDARDS: YES NO N/A

135. Brake Calipers (Evidence of binding, loose bolts and leaks)
 136. Hydraulic Hose/Line (Cracks, kinks, loose bolts and leaks)
 137. Suspension (Loose bolts, bent/broken control arms)
 138. Bushings (Evidence of cracks, wear or damage)
 139. Universal/CV Joint/Boots/Driveshaft (Cracks and leaks)
 140. Exhaust System (Leaks, holes, dents, cracks and hangers)

Comments:

Brakes/Wheels/Tires

MEETS STANDARDS: YES NO N/A

Left-Front

141. Brake Pad/Shoe (Replace if damaged and/or wear exceeds 50% of minimum thickness)
 142. Rotor (Replace if damaged and/or wear is beyond service limits) ...

Record Measurements Below in Millimeters

BRAKE PAD/SHOE	BRAKE ROTOR
8 mm	32 mm

Brakes/Wheels/Tires Continued

MEETS STANDARDS: YES NO N/A

143. Wheel (Check condition, lug nut, torque and valve stem)
 144. Tire (Uneven wear, minimum tread depth 5/32" across tread width, sidewall cracking/cuts, adjust tire pressure)

Right-Front

145. Brake Pad/Shoe (Replace if damaged and/or wear exceeds 50% of minimum thickness)
 146. Rotor (Replace if damaged and/or wear is beyond service limits)

Record Measurements Below In Millimeters

BRAKE PAD/SHOE	BRAKE ROTOR
8 mm	32 mm

147. Wheel (Check condition, lug nut, torque and valve stem)
 148. Tire (Uneven wear, minimum tread depth 5/32" across tread width, sidewall cracking/cuts, adjust tire pressure)

Left-Rear

149. Brake Pad/Shoe (Replace if damaged and/or wear exceeds 50% of minimum thickness)
 150. Rotor/Drum (Replace if damaged and/or wear is beyond service limits)

Record Measurements Below In Millimeters – Write N/A If not applicable

BRAKE PAD/SHOE	BRAKE ROTOR	BRAKE DRUM
8 mm	12 mm	N/A mm

151. Wheel (Check condition, lug nut, torque and valve stem)
 152. Tire (Uneven wear, minimum tread depth 5/32" across tread width, sidewall cracking/cuts, adjust tire pressure)

Right-Rear

153. Brake Pad/Shoe (Replace if damaged and/or wear exceeds 50% of minimum thickness)
 154. Rotor/Drum (Replace if damaged and/or wear is beyond service limits)

Record Measurements Below In Millimeters – Write N/A If not applicable

BRAKE PAD/SHOE	BRAKE ROTOR	BRAKE DRUM
8 mm	12 mm	N/A mm

155. Wheel (Check condition, lug nut, torque and valve stem)
 156. Tire (Uneven wear, minimum tread depth 5/32" across tread width, sidewall cracking/cuts, adjust tire pressure)
 157. Spare Tire (Check condition)
 158. Tool Kit/Tire Repair Kit (Condition/operation – check sealant canister)

Comments:

Replacement Items

MEETS STANDARDS: YES NO N/A

159. Engine Air Filter (Replace if dirty)
 160. Cabin Filter (Replace if dirty)
 161. Front Wiper Blades (Must wipe the windshield clean)
 162. Rear Wiper Blade (Must wipe the windshield clean)
 163. Floor Mats (Install new if missing, stained or damaged)
 164. Two Master Keys (Replace if missing or damaged)
 165. Two OEM Remotes (Replace if missing or damaged)
 166. Valet Key (Replace if missing or damaged)
 167. Navigation CD (Replace if missing or damaged)
 168. RES Remote Control (Replace if missing or damaged)
 169. RES Headphones (Replace if missing or damaged)

Comments:

182-Point Inspection Checklist

 CERTIFIED

Road Test

	MEETS STANDARDS: YES NO NA
170. Idle Vibration (Cold and hot)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
171. Engine Noise (Cold/hot/high and low speeds)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
172. Acceleration (Power)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
173. Drivability (Smoothness)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
174. MT Clutch (Smoothness, effort and slippage)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
175. Transaxle Noise (Cold and hot)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
176. Suspension Noise (Performance, frequency and intensity)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Road Test Continued

	MEETS STANDARDS: YES NO NA
177. CV Joint/Drive Axle Noise (Full lock, turn left/right)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
178. Braking System (Noise, vibration and effort)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
179. Cruise Control System (Engage, cancel and resume)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
180. Steering/Tire/Wheel (Abnormal vibration and stiffness)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
181. Vehicle Drift/Pull (Abnormal drift/pull – drive straight)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
182. Wind Noise (Abnormal noise – frequency and intensity)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

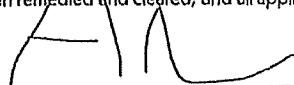
Comments:

Technician Acknowledgment (Signature Required)

I certify that: i) I inspected all applicable items on this checklist; ii) all required reconditioning was performed and meets Acura Certified Pre-Owned Vehicle Program Standards; and iii) this vehicle is eligible for certification. All items that did not meet program standards have been properly repaired with Acura Genuine Parts and thoroughly documented on the reconditioning repair order. All diagnostic trouble codes (DTCs) have been remedied and cleared, and all applicable campaigns and recalls have been properly completed prior to vehicle certification and delivery.

Technician: ANATOLII STEPNOV

DPTS #: B862267

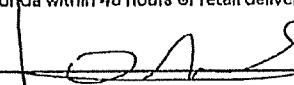
Signature: 

Date: 6/22/2024

Dealer Management Acknowledgment (Signature Required)

I certify that: i) all applicable items on this checklist were inspected; ii) all required reconditioning was performed and meets Acura Certified Pre-Owned Vehicle Program Standards; and iii) this vehicle is eligible for certification and will be reported to American Honda within 48 hours of retail delivery.

Name: (Print): TOM SADE

Signature: 

Date: 6/27/2024

Please select your title:

<input type="checkbox"/> Dealer Principal	<input type="checkbox"/> Dealership Manager	<input type="checkbox"/> General Manager	<input type="checkbox"/> General Sales Manager
<input type="checkbox"/> Sales Manager	<input type="checkbox"/> Business Office Manager	<input type="checkbox"/> Service Manager	<input type="checkbox"/> Pre-Owned Manager

Certified Program Standards

- Perform all required maintenance
- All fluids must be topped off
- Floor mats must all be present and properly secured
- All tires must be same size, brand, load, speed rating and free of damage

- OEM or non-OEM windshields containing cracks, chips, scratches and pitting must be repaired and/or replaced with Acura Genuine glass
- Scratches greater than 4 inches, dings/dents that cannot be covered with a dime and/or damage that penetrates the base metal must be repaired

Documentation/Keys/Manuals

MEETS STANDARDS: YES NO NA

Check items provided to the customer during vehicle delivery:	MEETS STANDARDS: YES NO NA
A. Vehicle Inspection Checklist	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
B. Vehicle History Report (CARFAX® or AutoCheck®)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
C. Owner's Guide	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
D. Owner's Manual	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Paper <input type="checkbox"/> CD/DVD <input type="checkbox"/> Online	
E. New Car Warranty Manual	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Paper <input type="checkbox"/> CD/DVD <input type="checkbox"/> Online	
F. Certified Warranty Booklet.....	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
G. Navigation Manual	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Paper <input type="checkbox"/> CD/DVD <input type="checkbox"/> Online	

MEETS STANDARDS: YES NO NA

Check items provided to the customer during vehicle delivery:	MEETS STANDARDS: YES NO NA
H. Keys (Two OEM key remotes)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
I. AcuraLink Trial Activation	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Comments:

Client Acknowledgment (Signature Required)

All applicable items checked above (A through I) have been reviewed with and provided to me by the dealership at the time of vehicle delivery.

Client Name (Print): _____ Signature: _____ Date: _____

AFTER YOU TOOK YOUR PREFERRED PRE-OWNED ACURA HOME

21. Not including this survey, were you contacted by someone from your selling dealer after you took delivery of your Acura to determine if everything was satisfactory?

By phone By mail I have not been contacted
If you were not contacted, would you like to be contacted by a dealership representative? Yes No

22. Would you recommend your salesperson, selling dealer, Acura automobiles, and the Acura Preferred Pre-Owned Program to a friend or relative?

Salesperson	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Acura automobiles	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Selling dealer	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Acura Preferred Pre-Owned Program	<input type="checkbox"/> Yes	<input type="checkbox"/> No

23. How satisfied are you with:

	Very Dissatisfied	Somewhat Dissatisfied	Somewhat Satisfied	Very Satisfied
Your salesperson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Your delivery experience	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Your selling dealer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Your vehicle quality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Your overall ownership experience	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PLEASE TELL US ABOUT YOURSELF (For statistical purposes only)

24a. Your gender: Male Female

b. Your age group: Under 25 years 30 - 34 years 40 - 44 years 50 - 59 years
 25 - 29 years 35 - 39 years 45 - 49 years Over 60 years

25a. Are you the primary driver of the vehicle? Yes No

b. If No, please indicate the gender and age group of the primary driver:

Primary driver's gender: Male Female

Primary driver's age group: Under 25 years 30 - 34 years 40 - 44 years 50 - 59 years
 25 - 29 years 35 - 39 years 45 - 49 years Over 60 years

26a. Did your Preferred Pre-Owned Acura replace another vehicle in your household? Yes No

b. If Yes, what make and model and model year of vehicle did your Preferred Pre-Owned Acura replace?
 _____ (Write In Make, e.g., Honda) _____ (Write In Model, e.g., Accord) **19** (Model Year)

c. Was this vehicle purchased/leased: New or Used

27. Number of people in your household, including yourself: One Two Three Four or more

28. Mark the highest level of education that applies to you:

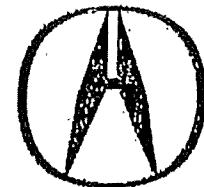
<input type="checkbox"/> Grade School	<input type="checkbox"/> High School	<input type="checkbox"/> Trade School	<input type="checkbox"/> Some College	<input type="checkbox"/> College Graduate	<input type="checkbox"/> Graduate School and above
---------------------------------------	--------------------------------------	---------------------------------------	---------------------------------------	---	--

29. Your total annual household income before taxes:

<input type="checkbox"/> Under \$20,000	<input type="checkbox"/> \$40,000 - \$49,999	<input type="checkbox"/> \$70,000 - \$79,999	<input type="checkbox"/> \$100,000 - \$149,000
<input type="checkbox"/> \$20,000 - \$29,999	<input type="checkbox"/> \$50,000 - \$59,999	<input type="checkbox"/> \$80,000 - \$89,999	<input type="checkbox"/> \$150,000 - \$199,999
<input type="checkbox"/> \$30,000 - \$39,999	<input type="checkbox"/> \$60,000 - \$69,999	<input type="checkbox"/> \$90,000 - \$99,999	<input type="checkbox"/> \$200,000 and above

COMMENTS: _____

THANK YOU FOR PARTICIPATING
 Please return to: Acura Automobile Division, Processing Center
 30401 Agoura Road • Agoura Hills, CA 91301



ACURA

PREFERRED
Pre-Owned Vehicles

STANDARDS AND PROCEDURES

Dealer Guidelines



ACURA PREFERRED PRE-OWNED VEHICLES™ Program Standards and Procedures Dealer Guidelines



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ACURA PREFERRED PRE-OWNED VEHICLES® Program Standards and Procedures Dealer Guidelines



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ACURA PREFERRED PRE-OWNED VEHICLES™ Program Standards and Procedures Dealer Guidelines



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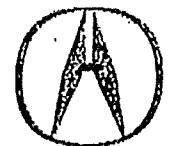
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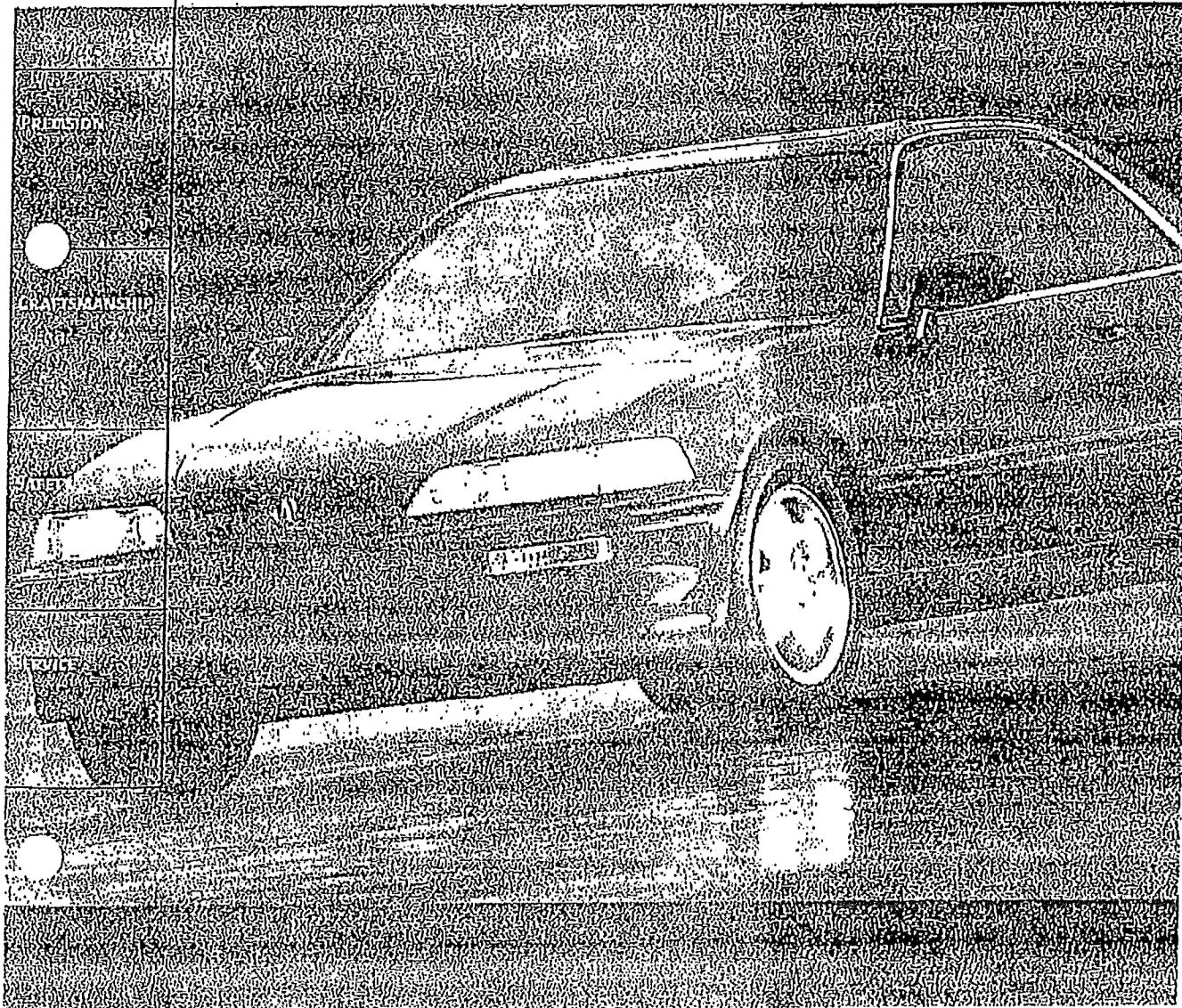


ACURA

PREFERRED
Pre-Owned Vehicles

ENGINEERING

DESIGN



WCbensley

From: webmaster.pro@county.allegeny.pa.us
Sent: Wednesday, August 28, 2024 11:24 AM
To: WCbensley
Cc: promail@alleghenycounty.us
Subject: Approval Confirmation Submission ID: 3048036 CaseID: TMP1381934

Approval Details

***Please be advised that dockets have been accepted by the
Allegheny County Department of Court Records, Civil/Family Division for Case
Number:GD-24-009582
Dockets filed for Temporary Case Number:TMP1381934
have been assigned to Permanent Case number:GD-24-009582***

Submission ID:	3048036
Status:	Approved
Case Number:	GD-24-009582
Case Description:	Thomas etal vs American Honda Motors Company etal
Filing Date/Time:	8/28/2024 10:45:19 AM

Docket Details are as follows:

CaseID	Filed By	Sequence #	Docket Type Code	Docket Type	Fees
THOMAS	79953	1	COMPL	Complaint	275.75
THOMAS	79953	2	EXHIB	Exhibits	0

Payment Type : Credit Card

(There will be an additional 4% service charge on all Credit Card e-filings by the merchant card provider)

Civil/Family Division Amount :275.75

Sheriff's Amount :

Total Amount :275.75

Receipt NO :8947814

The Department of Court Records will not be assigning court dates to Arbitration matters as per Administrative Order AD-20-000095-PJ which was filed on March 16, 2020. Once the court resumes normal operations and the stay is lifted the Attorney/Litigant will be required to file a "Praeclipe to Schedule an Arbitration Date" in order to receive a hearing date.

***contact civil@alleghenycounty.us within 10 days on any issues ***

Thank you for using the DCR, Civil/Family Division Electronic Filing and Retrieval System.

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